

CARAHSOFT AMENDMENTS 1, 2 AND 3

BOX – AUTHORIZED FULFILLMENT PARTNERS

ORIGINAL AND  
AMENDMENT #1

AMEND

#1

CETS #:	24759
Solicitation #:	

### AMENDMENT # 01

#### TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada, 89711
Contact:	Molly Lennon
Phone:	775.684.4960
Email:	mjlennon@dmv.nv.gov

Contractor Name:	Carahsoft Technology
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

AND

Contractor Name:	Slalom
Address:	1646 North California Blvd, Suite 510
City, State, Zip Code:	Walnut Creek, CA 94596
Contact:	John Pavel, General Manager
Phone:	925-204-7312
Fax:	925-482-0695
Email:	John.Pavel@Slalom.com

- AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #99SWC-NV 18-421 and dated 9/14/2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

This amendment will increase the contract authority from \$51,038,212.98 by \$26,299,713.50 to \$77,337,926.48 due to the following facts:

- Revisions to the Salesforce Software providing a government specific package, reducing coding efforts needed for DTE. (Quoted in Attachment HH, Lines 1-11, replacing much of line 37 in Attachment FF)

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- Added ABBYY software and configuration that provides OCR and intelligent document verification. (Quoted in Attachment HH, Lines 12-13)
- Added Clariti software and support that meets DMV's Financial Management System (FMS) requirements. (Quoted in Attachment HH, Lines 14-15)
- Added Nintex Software that provides template management and document generation. (Quoted in Attachment HH, Lines 16-19)
- Added Tableau Software that provides reporting services for DMV. (Quoted in Attachment HH, Lines 20-22)
- Added 7400 hours that will be used to work on a case management system for CED, to replace the current system i-Sight as explained in Attachment GG. (Quoted in Attachment HH, Line 23)
- Added Implementation Services from Slalom for ABBYY, Clariti, Nintex, and Tableau. (Quoted in Attachment HH, Lines 24-36)
- Increased the Mulesoft license with additional cores and capability. (Quoted in Attachment HH, Lines 37-41, replacing some of line 37 in Attachment FF)
- Increased Slalom Services to match the level of effort to deliver the capabilities mapped during the Discovery process between September 2021 and March 2022. (Quoted in Attachment HH, Lines 51-55, replacing all but \$2,140,132.98 [FY 2022 Q2] of lines 23-27 in Attachment FF)
- Increased renewal costs of the License-out years due to the added Mulesoft, ABBYY, Clariti, Nintex and Tableau. (Quoted in Attachment HH, Lines 65-67, replacing some of line 38-40 in Attachment FF)

These additions are all within the planned DTE budget for FY2023, and submitted budget for FY2024 and FY2025.

#### B. Current Contract Language:

#### 4. INCORPORATED DOCUMENTS

ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK
ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE

#### 7. CONSIDERATION

##### As it relates to Subscription Software:

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	\$20,721,499.08

##### As it related to Slalom:



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The parties agree that Slalom will provide the services specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or Installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	\$30,316,173.90

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

#### 9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

##### AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,986,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$4,064,019.88
Software Annual License – Year 3	9/22/2023-9/21/2024	\$4,142,725.58
Software Annual License – Year 4	9/22/2024-9/21/2025	\$4,223,005.39
Software Annual License – Year 5	9/22/2025-9/21/2026	\$4,304,890.80
<b>Total Consideration</b>		<b>\$20,721,499.08</b>

##### AS IT RELATES TO SLALOM PROFESSIONAL SERVICES:

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY 2022 and will	Quarterly	Not to exceed \$6,420,398.94 in the following payments upon acceptance of all quarterly

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be paid quarterly based on the deliverables scheduled in each quarter.		deliverables: FY 2022-Q2: \$2,140,132.98 FY 2022-Q3: \$2,140,132.98 FY 2022-Q4: \$2,140,132.98
FY 2022 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY 2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$8,482,260.63 in the following payments upon acceptance of all quarterly deliverables: FY 2023-Q1: \$2,140,132.97 FY 2023-Q2: \$2,114,042.56 FY 2023-Q3: \$2,114,042.55 FY 2023-Q4: \$2,114,042.55
FY 2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY 2024 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,767,234.04 in the following payments upon acceptance of all quarterly deliverables: FY 2024-Q1: \$2,114,042.55 FY 2024-Q2: \$1,551,063.83 FY 2024-Q3: \$1,551,063.83 FY 2024-Q4: \$1,551,063.83
FY 2024 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY 2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$5,611,835.11 in the following payments upon acceptance of all quarterly deliverables: FY 2025-Q1: \$1,551,063.83 FY 2025-Q2: \$1,353,590.43 FY 2025-Q3: \$1,353,590.42 FY 2025-Q4: \$1,353,590.43
FY 2025 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY 2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$1,353,590.42 in the following payment upon acceptance of all quarterly deliverables: FY 2026-Q1: \$1,353,590.42
<b>Total Consideration</b>		<b>\$30,316,173.90</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

**C. Amended Contract Language:**

**4. INCORPORATED DOCUMENTS**

CETS #:	24759
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ATTACHMENT GG:	CHANGE ORDER FOR CASE MANAGEMENT
ATTACHMENT HH:	VENDOR'S REVISED QUOTE #34550649 AND TERMS OF SERVICE
ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK
ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE

## 7. CONSIDERATION

### As it relates to Subscription Software:

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	\$30,531,919.24

### As it related to Slalom:

The parties agree that Slalom will provide the services specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	\$46,806,007.24

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

## 9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

### AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

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CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,966,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$6,659,575.09
Software Annual License – Year 3	9/22/2023-9/21/2024	\$6,315,460.45
Software Annual License – Year 4	9/22/2024-9/21/2025	\$6,719,109.39
Software Annual License – Year 5	9/22/2025-9/21/2026	\$6,850,916.88
<b>Total Consideration:</b>		<b>\$30,531,919.24</b>

#### ASIT RELATES TO SLALOM PROFESSIONAL SERVICES:

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY2022 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,920,398.94 in the following payments upon acceptance of all quarterly deliverables: FY2022-Q2: \$2,140,132.98 FY2022-Q3: \$2,140,132.98 FY2022-Q4: \$2,640,132.98
FY2022 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$11,952,482.97 in the following payments upon acceptance of all quarterly deliverables: FY2023-Q1: \$2,140,132.98 FY2023-Q2: \$3,270,783.33 FY2023-Q3: \$3,270,783.33 FY2023-Q4: \$3,270,783.33
FY2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2024 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$13,418,678.47 in the following payments upon acceptance of all quarterly deliverables: FY2024-Q1: \$3,270,783.33 FY2024-Q2: \$3,382,698.38 FY2024-Q3: \$3,382,698.38

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		FY2024-Q4: \$3,382,698.38
FY2024 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$10,470,718.67 in the following payments upon acceptance of all quarterly deliverables: FY2025-Q1: \$3,382,698.38 FY2025-Q2: \$2,362,673.43 FY2025-Q3: \$2,362,673.43 FY2025-Q4: \$2,362,673.43
FY2025 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$2,362,673.43 in the following payment upon acceptance of all quarterly deliverables: FY2026-Q1: \$2,362,673.43
<b>Total Consideration</b>		<b>\$46,806,007.24</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

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Kristina Smith 07/29/2022 Contracts Manager  
Carahsoft Signature Date Title

John Pavel 07/28/2022 General Manager  
Salom Signature Date Title

Julie Butler 8/1/22 DMV Director  
State of Nevada Authorized Signature Date Title

Amy L. Stephenson APPROVED BY BOARD OF EXAMINERS  
Signature Board of Examiners

SEP 13 2022  
On: \_\_\_\_\_  
Date

Approved as to form by:

[Signature] 7-29-22  
Deputy Attorney General for Attorney General On: Date



Steve Sisolak  
Governor



Laura E. Freed  
Director  
Matthew Tuma  
Deputy Director  
Timothy Galluzi  
State CIO/Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Enterprise IT Services Division*  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

MEMORANDUM

**TO:** Julie Butler, Director, DMV  
Suzie Block, Administrator, MVIT, DMV  
Angela Smith, Administrator, ASD, DMV  
Molly Lennon, Administrator, Research and Project Management, DMV

**CC:** Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA  
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA  
David Axtell, State Chief Enterprise Architect, EITS, DOA

**FROM:** Lisa Jean, TIN Administrator, EITS, DOA

**SUBJECT:** TIN Completion Memo – DMV – TIN 446 – *DMV Transformation Effort (System Technology Application Redesign Project) - 4716 – Update A – BA 4716*

**DATE:** August 3, 2022

We have completed our review for the Department of Motor Vehicles' (DMV) – *DMV Transformation Effort (System Technology Application Redesign Project) - 4716 – TIN 446, Update A.*

The submitted TIN, for an estimated value of \$59,467,790.00 in the FY22/FY23 biennium, \$66,909,580.23 in the FY24/FY25 biennium, and \$77,337,926.48 in FY26 (100% Highway Fund), is to replace the current aging client server application with a modernized Information Technology (IT) platform that is easy to configure and maintain, and to provide the necessary automated tools to test, monitor, troubleshoot, and accurately manage the system in real-time.

The existing client server application uses an IBM mainframe with Common Business Oriented Language (COBOL) that must be replaced to promote efficient collaboration with Nevada State Agencies, service providers, and vendors. This investment will provide more alternate service delivery methods to DMV's customers, including web-based transactions, mobile, and portal applications.

The agency considers the investment and final implementation to have an ongoing high security risk. The modernized solution will provide enhanced security, disaster recovery, fail-over capability, and provide

functionality to easily implement changes. The solution is subject to federal security and/or other security standards and the Office of Information Security (OIS) will be asked to conduct pre- and post-implementation security reviews for the investment.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will follow state security standards and policies.

A copy of this memo has been attached to the TIN.

If I can be of further assistance, please feel free to contact me.



AMEND

#2

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24759**Amendment Number: **2**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Legal Entity Name: **CARASOFT TECHNOLOGY**Agency Code: **810**Contractor Name: **CARASOFT TECHNOLOGY**Appropriation Unit: **4716-16**Address: **11493 SUNSET HILLS RD, STE. 100**Is budget authority available? **Yes**City/State/Zip: **RESTON, VA 20190**If "No" please explain: **Not Applicable**Contact/Phone: **571-662-3456**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**To what State Fiscal Year(s) will the contract be charged? **2022-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 % <b>12% REGISTRATION FEES.</b>

2. Contract start date: **88%**a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/22/2021**Anticipated BOE meeting date **10/2023**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **09/08/2026**Contract term: **4 years and 352 days**4. Type of contract: **Contract**Contract description: **Software Solutions**

5. Purpose of contract:

This is second amendment to the original contract which provides cloud services. This service agreement provides commercial off-the-shelf based software solutions to replace the current outdated systems as part of the System Modernization project. This amendment will increase the contract authority from \$77,337,926.48 by \$10,682,107.74 to \$88,020,034.22. *due to revisions in software and licensing.*

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$51,038,212.98	\$51,038,212.98	\$51,038,212.98	Yes - Action
a. Amendment 1:	\$26,299,713.50	\$26,299,713.50	\$26,299,713.50	Yes - Action
2. Amount of current amendment (#2):	\$10,682,107.74	\$10,682,107.74	\$10,682,107.74	Yes - Action
3. New maximum contract amount:	\$88,020,034.22			

**JUSTIFICATION**

7. What conditions require that this work be done?

DMV is seeking to move core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to perform this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-421.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

CETS #:	24759
Solicitation #:	

## AMENDMENT # 02

### TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada, 89711
Contact:	Molly Lennon
Phone:	775.684.4960
Email:	mjlennon@dmv.nv.gov

Contractor Name:	Carahsoft Technology
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

AND

Contractor Name:	Slalom
Address:	1646 North California Blvd, Suite 510
City, State, Zip Code:	Walnut Creek, CA 94596
Contact:	Sarah Duffy, General Manager
Phone:	(708) 214-0788
Fax:	925-482-0695
Email:	sarahd@slalom.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #99SWC-NV18-421 and dated 9/14/2021, attached hereto as Exhibit A, as subsequently modified by Change Order 1 and dated 9/13/2022, attached hereto as Exhibit B, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

This amendment will increase the contract authority from \$77,337,926.48 by \$10,682,107.74 to \$88,020,034.22 due to the following facts:

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- Revisions to the Salesforce Core Software, fixing the price for three years at the current level. (Quoted in Attachment KK, Quote 1, Lines 1-9, replacing similar lines in Attachment HH)
- Revisions to the Marketing Cloud Software, slightly reducing the price for three years. (Quoted in Attachment KK, Quote 1, Lines 10-14, replacing similar lines in Attachment HH)
- Revisions to the MuleSoft Software, slightly reducing the price for three years. (Quoted in Attachment KK, Quote 1, Lines 15-20, replacing similar lines in Attachment HH)
- Renewal for the Tableau Software. (Quoted in Attachment KK, Quote 1, Lines 21-23, replacing Lines 20-22 in Attachment HH)
- Revisions to the Nintex Software, renewing the license at a fixed cost for years and adding software for an additional non-production environment. (Quoted in Attachment KK, Quote 1, Lines 24-26, replacing Lines 16-19 in Attachment HH)
- Renewal for the Clariti Software. (Quoted in Attachment KK, Quote 1, Lines 27, replacing Lines 14-15 in Attachment HH)
- Revisions to the ABBYY Software, renewing the license and adding additional production utilization. (Quoted in Attachment KK, Quote 1, Lines 28-32, replacing Lines 12-13 in Attachment HH)
- Added MV Solutions services for insurance verification. (Implementation SOW is Attachment JJ. Costs are quoted in Attachment KK, Quote 2, Lines 1-4)
- Added Amazon Web Services (AWS) hosted databases and servers. (Quoted in Attachment KK, Quote 3, Line 1)
- Increased Slalom Services for data design, database migration, and reporting (Slalom Statement of Work Change order 5 is Attachment II. Costs are quoted in Attachment KK, Quote 4, even lines representing quarterly costs)
- Increased Slalom Services for financial management system implementation due to additional time and effort before DTE's Unified Release. (Quoted in Attachment KK, Quote 4, odd lines representing quarterly costs)

These additions are all within the approved budget for FY2024 and FY2025.

**B. Current Contract Language:**

**1. OVERVIEW**

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a situation in critical need of remediation.

DMV has also experienced a demand for more online services and the ability to provide information in advance of a visit to DMV when it is necessary. In light of this demand coupled with the COVID 19 pandemic that the country faces, DMV services should be accomplished online with robust, easily understood tools. Many customers expect DMV to have the capabilities of online stores with fast, simple means to accomplish an activity. DMV's customer-focused solution needs to restructure, replace, and reengineer DMV's technology and processes to deliver a new customer experience.



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DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. Centered around an online strategy wherever possible, this customer-focused model will be the "North Star" for all efforts. It is the intent of the State to implement a highly configurable solution that minimizes customization requiring specific coding and modification. The solution should allow configurations and support the use of middleware and workflow management to accomplish complex tasks. Further, DMV seeks to eliminate the need to purchase unnecessary third-party software and where possible to avoid high-cost customizations related to integration issues. The DTE is replacing a custom-built solution that interfaces with many partner systems and third-party tools and software. These interconnections are critical and will either be replaced by or integrated with the solution.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS) -based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the "North Star" of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new conceptual model involves remapping the current Nevada DMV organizational structure into a function-driven operation with three vertical service tiers supported by two horizontal, organization-spanning service areas as follows:

- Vertical services:
  - Driver's License/Credentialing Services.
  - Vehicle Titling and Registration Services.
  - Compliance Enforcement Services.
- Horizontal services:
  - Finance and Accounting Services.
  - Administrative Services.

The new business model focuses on DMV's key service area functions supported by financial, accounting, and a range of administrative services. All business processes and planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

Finance and accounting services will be provided by a new DMV solution that is currently out for Requests for Proposals. This Services Agreement includes integration that is seamless with the new financial solution.

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4. INCORPORATED DOCUMENTS

ATTACHMENT GG:	CHANGE ORDER FOR CASE MANAGEMENT
ATTACHMENT HH:	VENDOR'S REVISED QUOTE #34550649 AND TERMS OF SERVICE
ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK
ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE

7. CONSIDERATION

**As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$30,531,919.24</b>

**As it related to Slalom:**

The parties agree that Slalom will provide the services specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$46,806,007.24</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. PROJECT SCOPE

Carahsoft will deliver the DTE solution. Carahsoft will provide Slalom services and the Salesforce and MuleSoft platforms are required to support the DMV Transition Effort (DTE). This four-year effort will transition the DMV to a modern web-based environment that utilizes online services wherever possible to deliver DMV services to the citizens of Nevada.

<b>CETS #:</b>	<b>24759</b>
<b>Solicitation #:</b>	

9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

**AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:**

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,986,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$6,659,575.09
Software Annual License – Year 3	9/22/2023-9/21/2024	\$6,315,460.45
Software Annual License – Year 4	9/22/2024-9/21/2025	\$6,719,109.39
Software Annual License – Year 5	9/22/2025-9/21/2026	\$6,850,916.88
<b>Total Consideration</b>		<b>\$30,531,919.24</b>

**AS IT RELATES TO SLALOM PROFESSIONAL SERVICES:**

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY2022 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,920,398.94 in the following payments upon acceptance of all quarterly deliverables: FY2022-Q2: \$2,140,132.98 FY2022-Q3: \$2,140,132.98 FY2022-Q4: \$2,640,132.98
FY2022 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$11,952,482.97 in the following payments upon acceptance of all quarterly deliverables: FY2023-Q1: \$2,140,132.98 FY2023-Q2: \$3,270,783.33 FY2023-Q3: \$3,270,783.33



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		FY2023-Q4: \$3,270,783.33
FY2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2024 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$13,418,878.47 in the following payments upon acceptance of all quarterly deliverables: FY2024-Q1: \$3,270,783.33 FY2024-Q2: \$3,382,698.38 FY2024-Q3: \$3,382,698.38 FY2024-Q4: \$3,382,698.38
FY2024 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$10,470,718.67 in the following payments upon acceptance of all quarterly deliverables: FY2025-Q1: \$3,382,698.38 FY2025-Q2: \$2,362,673.43 FY2025-Q3: \$2,362,673.43 FY2025-Q4: \$2,362,673.43
FY2025 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$2,362,673.43 in the following payment upon acceptance of all quarterly deliverables: FY2026-Q1: \$2,362,673.43
<b>Total Consideration</b>		<b>\$46,806,007.24</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

**C. Amended Contract Language:**

**1. OVERVIEW**

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a situation in critical need of remediation.

DMV has also experienced a demand for more online services and the ability to provide information in advance of a visit to DMV when it is necessary. In light of this demand

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coupled with the COVID 19 pandemic that the country faces, DMV services should be accomplished online with robust, easily understood tools. Many customers expect DMV to have the capabilities of online stores with fast, simple means to accomplish an activity. DMV's customer-focused solution needs to restructure, replace, and reengineer DMV's technology and processes to deliver a new customer experience.

DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. Centered around an online strategy wherever possible, this customer-focused model will be the "North Star" for all efforts. It is the intent of the State to implement a highly configurable solution that minimizes customization requiring specific coding and modification. The solution should allow configurations and support the use of middleware and workflow management to accomplish complex tasks. Further, DMV seeks to eliminate the need to purchase unnecessary third-party software and where possible to avoid high-cost customizations related to integration issues. The DTE is replacing a custom-built solution that interfaces with many partner systems and third-party tools and software. These interconnections are critical and will either be replaced by or integrated with the solution.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS) -based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the "North Star" of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new conceptual model involves remapping the current Nevada DMV organizational structure into a function-driven operation with three vertical service tiers supported by two horizontal, organization-spanning service areas as follows:

- Vertical services:
  - Driver's License/Credentialing Services.
  - Vehicle Titling and Registration Services.
  - Compliance Enforcement Services.
- Horizontal services:
  - Finance and Accounting Services.
  - Administrative Services.

The new business model focuses on DMV's key service area functions supported by financial, accounting, and a range of administrative services. All business processes and

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planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

DMV has reviewed and selected several products to support the DTE Program and DMV's future environments. Most of these products are provided through this agreement and are described below.

- **Salesforce:** This is a cloud-based environment providing multiple software solutions that allow the DMV to build solutions with low-code tools and operate those solutions in the Salesforce government cloud environment.
- **MuleSoft:** This is a cloud-based environment providing integration solutions that allow the DMV to link other solutions with low-code tools and operate those solutions in the MuleSoft government cloud environment.
- **Drawbridge (provided by Clariti):** This is a financial management solution that runs on Salesforce. It provides the accounting and management for DMV transactions. This solution provides all of DMV's financial management capabilities.
- **Nintex:** This is a cloud-based document template and management solution that allows DMV to configure forms and outputs that will be used by DMV with the Salesforce processes and workflows built by DMV. Examples of templates that will be configured are DMV Titles, registrations, movement permits, and several other such documents provided by DMV to the citizens of Nevada.
- **ABBYY:** This tool is used within Salesforce and other DMV solutions to collect, scan, and interpret information for those systems. The ABBYY tools replace existing scanning software and enhance DMV capabilities in this technology.
- **Tableau:** This is a cloud-based reporting software that allows DMV to build reports, data extracts, and dashboards that deliver data to partners, information to stakeholders, and operational data to DMV staff. This is an industry leading reporting solution.
- **Amazon Web Services (AWS):** This is a cloud-based computing and storage service that DMV will use to implement the DMV data environment and supporting computing power for Tableau and key DMV data and interface services.
- **MV Solutions:** This is a cloud-based commercial-off-the-shelf used by DMV for Insurance Verification Service. This will replace the custom built and supported NVLive software. It provides a real-time verification such as for vehicle registration transactions.

#### 4. INCORPORATED DOCUMENTS

ATTACHMENT II:	CHANGE ORDER FOR ADDED SLALOM EFFORT
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ATTACHMENT JJ:	CHANGE ORDER FOR MV SOLUTIONS IMPLEMENTATION
ATTACHMENT KK:	VENDOR'S REVISED QUOTES #39631153, #37209577, #39473558, #39340030, AND TERMS OF SERVICE
ATTACHMENT GG:	CHANGE ORDER FOR CASE MANAGEMENT
ATTACHMENT HH:	VENDOR'S REVISED QUOTE #34550649 AND TERMS OF SERVICE
ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK
ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE

## 7. CONSIDERATION

### As it relates to Subscription Software:

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	\$37,467,456.50

### As it related to Slalom:

The parties agree that Slalom will provide the services specified in this Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	\$50,552,577.72

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

## 8. PROJECT SCOPE

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Carahsoft will deliver the DTE solution. Carahsoft will provide Slalom services and the Salesforce, MuleSoft, and other platforms required to support the DMV Transition Effort (DTE) and provided through this Agreement. This four-year effort will transition the DMV to a modern web-based environment that utilizes online services wherever possible to deliver DMV services to the citizens of Nevada.

9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

**AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:**

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,986,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$6,659,575.09
Software Annual License – Year 3	9/22/2023-9/21/2024	<b>\$8,680,565.04</b>
Software Annual License – Year 4	9/22/2024-9/21/2025	<b>\$9,029,502.65</b>
Software Annual License – Year 5	9/22/2025-9/21/2026	<b>\$9,110,956.29</b>
<b>Total Consideration</b>		<b>\$37,467,456.50</b>

**AS IT RELATES TO SLALOM PROFESSIONAL SERVICES:**

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY2022 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,920,398.94 in the following payments upon acceptance of all quarterly deliverables: FY2022-Q2: \$2,140,132.98 FY2022-Q3: \$2,140,132.98 FY2022-Q4: \$2,640,132.98
FY2022 Scope Variance	Annual	Not to exceed \$420,213.69

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Deliverables are defined in the Program Roadmap (DEL-03) for FY2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$11,952,482.97 in the following payments upon acceptance of all quarterly deliverables: FY2023-Q1: \$2,140,132.98 FY2023-Q2: \$3,270,783.33 FY2023-Q3: \$3,270,783.33 FY2023-Q4: \$3,270,783.33
FY2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2024 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed <b>\$14,386,725.99</b> in the following payments upon acceptance of all quarterly deliverables: FY2024-Q1: \$3,270,783.33 FY2024-Q2: \$3,382,698.38 <b>FY2024-Q2-Item 3: \$241,961.88</b> FY2024-Q3: \$3,382,698.38 <b>FY2024-Q3-Item 3: \$483,923.76</b> FY2024-Q4: \$3,382,698.38 <b>FY2024-Q4-Item 3: \$241,961.88</b>
FY2024 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed <b>\$13,249,441.63</b> in the following payments upon acceptance of all quarterly deliverables: FY2025-Q1: \$3,382,698.38 <b>FY2025-Q1-Item 3: \$241,961.88</b> FY2025-Q2: \$2,362,673.43 <b>FY2025-Q2-Item 2: \$603,624.42</b> <b>FY2025-Q2-Item 3: \$241,961.88</b> FY2025-Q3: \$2,362,673.43 <b>FY2025-Q3-Item 2: \$603,624.42</b> <b>FY2025-Q3-Item 3: \$241,961.88</b> FY2025-Q4: \$2,362,673.43 <b>FY2025-Q4-Item 2: \$603,626.60</b> <b>FY2025-Q4-Item 3: \$241,961.88</b>
FY2025 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$2,362,673.43 in the following payment upon acceptance of all quarterly deliverables: FY2026-Q1: \$2,362,673.43
<b>Total Consideration</b>		<b>\$50,552,577.72</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.



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2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) and Exhibit B (Change Order 1) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Slalom, Inc.

<u>Sarah Duffy</u>	Sep 4, 2023	General Manager
<small>Sarah Duffy (Sep 4, 2023 19:33 PDT)</small>		
Independent Contractor's Signature	Date	Independent Contractor's Title

Carahsoft Technologies, Inc.

<u>Kristina Smith</u>	9/5/23	Contracts Director
Independent Contractor's Signature	Date	Independent Contractor's Title

<u>Julie Butler</u>	9/5/23	DMV Director
State of Nevada Authorized Signature	Date	Title

<u>Amy L. Stephenson</u>	APPROVED BY BOARD OF EXAMINERS
Signature – Board of Examiners	

**OCT 10 2023**

On: \_\_\_\_\_  
Date

Approved as to form by:

<u>[Signature]</u>	9/5/23
Deputy Attorney General for Attorney General	Date





FY22-FY27  
DEPT 810  
CONTRACTED AMOUNT: \$51,038,212.98  
Amendment #1: Add contract authority \$26,299,713.50

G/L 7060  
G/L 7073

Start  
Expires  
Vendor#

9/20/2022  
9/8/2026  
PUR0004357

Slalom-Invoiced Quarterly  
Carahsoft Software-Invoiced yearly

CETS # 24759

Monitor/Administrator  
MA  
APPR UNIT

MOLLY LENNON  
TED IMFELD  
471616

THESE INVOICES REQUIRE TED & MOLLYS APPROVALS

TRANSFORMATION SOFTWARE SOLUTIONS

			BALANCE	\$100,004,283.61		
Voucher #	Line #	Invoice #	Invoice Date	Invoice Amount	Appr Unit	
Software Annual License				\$30,531,919.24		
Year 1				\$3,858,122.43		
	1888415	IN1028948R	9/22/2021	-3,858,122.43	471616	
			Year 1 Remaining Balance:	0.00		
Year 2				\$6,659,575.09		
	1983429	IN1255200	10/4/2022	-35,880.00	471616 TABLEAU	
	1983449	2 IN1252007	9/30/2022	-10,239.99	471630 LIGHTNING	
	1988558	IN1262953	10/19/2022	-833,438.83	471616 ABBY	
	1983449	1 IN1245389	9/24/2022	-65.17	4716-16-7073 AMAZON	OCT
	1986299	1 IN1226893	8/29/2022	-\$4,080.00	471630 ANYPOINT	
	1986890	2 IN1268844	10/26/2022	-\$63.17	4716-16-7073 AMAZON	SEPT
	1986890	1 IN1262420	10/18/2022	-\$528,394.10	471616 DRAWBRIDGE	
	1986890	3 IN1272057	11/1/2022	-\$1,292.80	471630 TRAILHEAD	
	1972289	IN1285730	11/23/2022	-\$60.12	4716-16-7073 AMAZON	NOV
	1977700	1 IN1279979R	11/14/2022	-\$4,773,935.16	471616	
	1973250	IN1292185	12/6/2022	-\$969.60	4716-30-7302 TRAILHEAD	
	1977700	2 IN1303912	12/23/2022	-\$59.04	4716-16-7073 AMAZON	DEC
		IN1308891	12/30/2022	-\$20,195.48	4716-16-7080 MULESOFT	Reconciled 1/11/23
	1981407	IN1314914	1/18/2023	-\$27,526.40	4716-16-7080 CLARITI	
	1983810	IN1319405	1/26/2023	-\$203.37	4716-16-7073 AMAZON	
	1989218	IN1338491	2/23/2023	-\$244.73	4716-16-7073 AMAZON	JAN
	1986556	IN1359132	3/24/2023	-\$720.33	4716-16-7073 AMAZON	FEB
	1999176	IN1368847	4/6/2023	-\$30,099.52	4716-16-7060 CLARITI	
	2003442	IN1375529	4/25/2023	-\$793.70	4716-16-7073 AMAZON	MAR
	2007108	2 IN1401694	5/24/2023	-\$751.52	4716-16-7073 AMAZON	APR
	2007108	1 IN1388782	5/8/2023	-\$13,598.99	4716-30-7302 ANYPOINT	
	2018125	3 IN1424696	6/26/2023	-\$1,565.64	4716-16-7073 AMAZON	MAY
	2023124	IN1448786	7/27/2023	-\$2,140.58	4716-16-7073 AMAZON	JUN
FY24	2028841	IN1435242	7/11/2023	-\$23,696.64	4716-16-7080 CLARITI	
		IN1478215	8/31/2023	-\$3,334.55	4716-16-7073 AMAZON	JUL
			Year 2 Remaining Balance:	\$348,234.66		
Year 3				\$6,315,460.45		
			Year 3 Remaining Balance:	\$6,315,460.45		
Year 4				\$6,719,109.39		
			Year 4 Remaining Balance:	\$6,719,109.39		
Year 5				\$6,850,916.88		
			Year 5 Remaining Balance:	\$6,850,916.88		
			Annual License Remaining Balance:	\$33,996,869.81		
AMENDMENT #1				26,299,713.50		
Deliverables						
FY22 2nd Quarter Deliverables				\$2,140,132.98		

1907178	IN1092022	1/12/2022	-2,140,132.98	471616 2ND QTR		
		FY22 2nd Quarter Remaining Balance:	\$0.00			
		FY22 3rd Quarter Deliverables	\$2,140,132.98			
1922493	IN1137214	4/1/2022	-2,140,132.98	471616 3RD QTR		
		FY22 3rd Quarter Remaining Balance:	\$0.00			
		FY22 4th Quarter Deliverables	\$2,640,132.98			
1943041	IN1162880	7/7/2022	-2,140,132.98	471616 4TH QTR		
1944501	34577764INV		-\$500,000.00	471616		
		FY22 4th Quarter Remaining Balance:	\$0.00			
		FY22 Scope Variance	\$420,213.69			Reconciled 1/11/23
1950373	INV1250864	9/29/2022	-420,213.69	471616 CED SCOPE VARIANCE		
		FY22 Scope Variance Remaining Balance:	\$0.00			Reconciled 1/11/23
		FY23 1st Quarter Deliverables	\$2,140,132.98			
1985162	INV1320219	1/27/2023	-2140132.98	4716-16-7080 SLALOM	DC	RECONCILED 8/29/2023
		FY23 1st Quarter Remaining Balance:	0.00			
		FY23 2nd Quarter Deliverables	\$3,270,783.33			
1993267	INV1320218	1/27/2023	-3270783.33	4716-16-7080 SLALOM YR 2 FY2023 2ND Q2		RECONCILED 8/29/2023
		FY23 2nd Quarter Remaining Balance:	\$0.00			
		FY23 3rd Quarter Deliverables	\$3,270,783.33			
2009832	IN1380734	4/26/2023	-\$3,270,783.33	4716-16-7080 SLALOM		RECONCILED 8/29/2023
		FY23 3rd Quarter Remaining Balance:	\$0.00			
		FY23 4th Quarter Deliverables	\$3,270,783.33			RECONCILED 8/29/2023
2020216	IN1432542	7/5/2023	-3270783.33			
		FY23 4th Quarter Remaining Balance:	0.00			
		FY23 Scope Variance	\$420,213.69			
2018125-1	IN1430468	6/30/2023	-172,800.00	4716-16-7080 SLALOM		
2018125-2	IN1430476	6/30/2023	-247413.69	4716-16-7080 SLALOM		RECONCILED 8/29/2023
		FY23 Scope Variance Remaining Balance:	\$0.00			
		FY24 1st Quarter Deliverables	\$3,270,783.33			
		FY24 1st Quarter Remaining Balance:	3,270,783.33			
		FY24 2nd Quarter Deliverables	\$3,382,698.38			

	FY24 2nd Quarter Remaining Balance:	\$3,382,698.38
FY24 3rd Quarter Deliverables		\$3,382,698.38
	FY24 3rd Quarter Remaining Balance:	\$3,382,698.38
FY24 4th Quarter Deliverables		\$3,382,698.38
	FY24 4th Quarter Remaining Balance:	3,382,698.38
FY24 Scope Variance		\$420,213.69
	FY24 Scope Variance Remaining Balance:	\$420,213.69


# Contract Amendment Form Carahsoft Amend #2 v9-4-2023[55]

Final Audit Report

2023-09-05

Created:	2023-09-05
By:	Jamie Mangrum (jamie.mangrum@slalom.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA81V__mOqYf7bpi_ak_vctCzykYFLqVWh

## "Contract Amendment Form Carahsoft Amend #2 v9-4-2023[55]" History

-  Document created by Jamie Mangrum (jamie.mangrum@slalom.com)  
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Signature Date: 2023-09-05 - 2:33:52 AM GMT - Time Source: server- IP address: 98.45.185.251
-  Agreement completed.  
2023-09-05 - 2:33:52 AM GMT

# carahsoft

Attachment II

CARAHSOFT TECHNOLOGY CORP.'S

Change Order 5 ID# 39473558

for

**State of Nevada DMV**

June 30th 2023

Carahsoft Q# 39473558

**SOLUTION PROVIDED BY**

**slalom**

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD, SUITE 100

RESTON, VA 20190



## CHANGE ORDER ("CO 5")

Services Agreement Title	NV DMV Contract #24759 <i>SubK</i>	Services Agreement Effective Date	<i>September 22, 2021</i>
Statement of Work Project Name	<i>NV DMV DTE</i>	Statement of Work Effective Date	<i>September 22, 2021</i>
Client	<i>NV DMV</i>	CO Effective Date	<i>July 1, 2023</i>

This CO dated as of the CO Effective Date set forth above modifies, amends, changes and/or supplements Statement of Work identified above, [which has been previously modified by CO Nos. 1, 2, 3, and 4] (collectively, the "SOW"). The SOW was entered into by and made pursuant to the Governing Agreement set forth above ("Agreement") between Carahsoft, NV DMV, and Slalom, Inc. successor in interest to Slalom, LLC dba Slalom Consulting ("Slalom"). All capitalized terms not defined in this SOW have the respective meanings set forth in the Agreement.

Describe Change to Scope of Services: The Original SOW identified the process for the discovery of the program that would become DTE. In December 2023, DMV shifted strategy from an incremental implementation to a unified release in July 2025. This strategy change impacted three key efforts:

#1 Planned phased implementation of functionality throughout the program duration. DMV intended to deploy functionality as it was developed, however our AAMVA connection prevent accomplishing this strategy so all the DTE functionality will be deployed in early FY26. There is no current impact financial effort for this strategic change on the main DTE product development.

#2 Planned FMS rollout in early FY25. Since financials cannot be deployed until unified release, DMV must increase the time and effort allotted to the FMS work within DTE. This is represented by Line Item #2 costs below.

#3 Planned Data Migration. Since the unified release will include a single full data migration, DTE must increase the time and effort allotted to the Data Migration work within DTE. DMV requested two additional data experts from Slalom to assist the DMV Information Technology team working on the data migration effort. This is represented by Line Item #3 costs below.

Items #2 and #3 above represent contract increases within the current scope of services provided by Slalom

Describe Schedule Impact: It does not impact the schedule.

Describe Price Impact:

		Slalom - Carahsoft Change Order #4	Slalom - Carahsoft Change Order #5	Increase
FY202 2 Q2	OCT-DE C 2021	\$2,140,132.98	\$2,140,132.98	
FY202 2 Q3	JAN-MAR 2022	\$2,140,132.98	\$2,140,132.98	
FY202 2 Q4	APR-J U N 2022	\$2,640,132.98	\$2,640,132.98	
<b>Annual</b>	Scope Variance	\$420,213.69	\$420,213.69	
FY202 3 Q1	JUL-SEP 2022	\$2,140,132.98	\$2,140,132.98	
FY202 3 Q2	OCT-DE C 2022	\$3,270,783.33	\$3,270,783.33	
FY202 3 Q3	JAN-MAR 2023	\$3,270,783.33	\$3,270,783.33	
FY202 3 Q4	APR-J U N 2023	\$3,270,783.33	\$3,270,783.33	
<b>Annual</b>	Scope Variance	\$420,213.69	\$420,213.69	
FY202 4 Q1	JUL-SEP 2023 Line Item #1	\$3,270,783.33	\$3,270,783.33	

cont. on next page

FY2024 Q1 CO #5	JUL-SEP 2023 Line Item #2		\$226,359.43	\$226,359.43
FY2024 Q1 CO #5	JUL-SEP 2023 Line Item #3		\$241,961.88	\$241,961.88
FY2024 Q2	OCT-DEC 2023 Line Item #1	\$3,382,698.38	\$3,382,698.38	
FY2024 Q2 CO #5	OCT-DEC 2023 Line Item #2		\$226,359.43	\$226,359.43
FY2024 Q2 CO #5	OCT-DEC 2023 Line Item #3		\$241,961.88	\$241,961.88
FY2024 Q3	JAN-MAR 2024 Line Item #1	\$3,382,698.38	\$3,382,698.38	
FY2024 Q3 CO #5	JAN-MAR 2024 Line Item #2		\$226,359.43	\$226,359.43
FY2024 Q3 CO #5	JAN-MAR 2024 Line Item #3		\$241,961.88	\$241,961.88
FY2024 Q4	APR-JUN 2024 Line Item #1	\$3,382,698.38	\$3,382,698.38	
FY2024 Q4 CO #5	APR-JUN 2024 Line Item #2		\$226,359.43	\$226,359.43
FY2024 Q4 CO #5	APR-JUN 2024 Line Item #3		\$241,961.88	\$241,961.88
Annual	Scope Variance	\$420,213.69	\$420,213.69	
FY2025 Q1	JUL-SEP 2024	\$3,382,698.38	\$3,382,698.38	
FY2025 Q1 CO #5	JUL-SEP 2024 Line Item #2		\$226,359.43	\$226,359.43
FY2025 Q1 CO #5	JUL-SEP 2024 Line Item #3		\$241,961.88	\$241,961.88
FY2025 Q2	OCT-DEC 2024	\$2,362,673.43	\$2,362,673.43	
FY2025 Q2 CO #5	OCT-DEC 2024 Line Item #2		\$226,359.43	\$226,359.43
FY2025 Q2 CO #5	OCT-DEC 2024 Line Item #3		\$241,961.88	\$241,961.88
FY2025 Q3	JAN-MAR 2025	\$2,362,673.43	\$2,362,673.43	
FY2025 Q3 CO #5	JAN-MAR 2025 Line Item #2		\$226,359.43	\$226,359.43
FY2025 Q3 CO #5	JAN-MAR 2025 Line Item #3		\$241,961.88	\$241,961.88
FY2025 Q4	APR-JUN 2025	\$2,362,673.43	\$2,362,673.43	
FY2025 Q4 CO #5	APR-JUN 2025 Line Item #2		\$226,359.43	\$226,359.43
FY2025 Q4 CO #5	APR-JUN 2025 Line Item #3		\$241,961.88	\$241,961.88
Annual	Scope Variance	\$420,213.69	\$420,213.69	
FY2026 Q1	JUL-SEP 2025	\$2,362,673.43	\$2,362,673.43	
		\$46,806,007.24	\$50,552,577.72	\$3,746,570.48

The SOW is and remains in full force and effect, except as otherwise modified, amended, or supplemented by this CO.

**Carahsoft**

**NV DMV**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**State of Nevada**

**Department of Motor Vehicles**

## **Scope of Work**

**Insurance Verification System**

**May 15<sup>th</sup>, 2023**

**MV Solutions, Inc.**

117 Creech Rd.

Blythewood, South Carolina 29016

## Table of Contents

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## **1. PROJECT DESCRIPTION**

NV LIVE is a pioneering system for continuous insurance verification, leading to a reduction in the number of uninsured vehicles on Nevada roads. It is integrated with the mainframe-based CARRS system that is being replaced as part of the Nevada DMV Transformation Effort (DTE) program by a new cloud-based system built in a Salesforce framework. NV LIVE is expensive to maintain and operate, and DMV does not want to reimplement it in the new environment. Instead, DMV intends to adopt the cloud-based commercial-off-the-shelf (COTS) MV Solutions Insurance Verification Service (MVS IVS), which has much the same functionality, and is now used by 15 states.

In this new implementation DMV will periodically transmit all active vehicle registrations to MVS, which will cycle through these records, verifying that insurance is in force by matching to Book of Business (BoB) data supplied by NV-licensed insurance companies and, as necessary, real-time inquiry of Insurance company systems. MVS will send a list of unverified vehicles to DMV so that DMV can communicate with vehicle owners and impose sanctions for insurance lapses. DMV will also have the capability of initiating a real-time verification as needed, for example during a vehicle registration transaction.

The following sections of this document describe the IVS solution in some detail, as well as DMV's responsibilities in the course of its implementation.



### **3. DESCRIPTION OF SOLUTION**

MV Solutions (MVS) is offering a proven, SAAS insurance verification system (IVS). This will not be a new development effort. The MVS IVS process flow narrative has been provided below.

#### **MVS IVS Process Flow Narrative**

##### **Step 1. Insurance Company Reporting**

MVS IVS will require web services for real-time verification from all licensed Nevada (NV) Insurance Companies. MVS IVS will utilize the IICMVA model for web services in order to minimize impact to insurance companies. Insurance companies will also be able to verify commercial lines policies as well.

Insurance Companies will also be required to provide a weekly PGP-encrypted Book of Business file using SFTP. MVS IVS will utilize the IICMVA format for the Book of Business file. Private and commercial lines policies will be required.

NV Insurance Companies will have access to the MVS IVS web portal for registration. Registration will be required by all licensed NV Insurance Companies providing auto liability policies in NV.

The NV Division of Insurance and/or their agent will provide insurance company and agent license data through a file transfer process to MVS. This file will be encrypted using PGP and transferred to MVS IVS using SFTP. This data will be used to register and administer insurance companies and agents licensed in the State.

##### **Step 2. Registration Extract**

The State will be required to provide MVS IVS with a registration extract containing all active registrations. This file will be encrypted using PGP and transferred to MVS IVS using SFTP. Alternative encryption and electronic transfer methods are available if preferred.

Specific records and data set to be provided by the State will be defined in a requirements session. Sensitive PII data such as date of birth and driver's license is typically not needed. Registration data will be matched to BOB data provided by insurance companies in order to create a pointer file for the MVS IVS insurance company web services for real-time verification. This process is also used for soft matching.

##### **Step 3 – 5. Insurance Verification Process**

NV registration data will be matched against the MVS IVS insurance database using MVS' cascading Data Matching Algorithm and business rules engine.

Active registrations that cannot be matched to the insurance information provided by insurance companies will be flagged in the MVS IVS database for re-verification. The flagged vehicles will be re-verified for thirty (30) days (this is configurable). Vehicles that have not appeared in the BOB files will be broadcast against available insurance company web services. Vehicles that do not appear in the BOB files and that cannot be verified through web services will qualify for the non-compliance letter process.

Customers that have cancelled their insurance or had a lapse in coverage are identified through this process. Additionally, any lapse period and the number of days lapse can be identified.



**Step 6. Notice Exchange Module**

MVS IVS will provide a daily file to the State containing insurance notice data. This process is fully configurable according to the jurisdiction's business rules. These records will be added to the State system in order to reflect the suspension or revocation action for failure to maintain insurance.

**Step 7, 13 & 14. Customer Notice**

Suspensions related to insurance terminations, lapses, and failure to verify will remain in the State's system. The State will be responsible for sending all customer notices including, but not limited to the initial, suspension, and rescind notices.

**Step 8 – 9. Electronic Insurance Compliance**

If a customer receives an insurance notice, the notice will instruct the customer to contact his/her insurance company or agent to obtain insurance. Through the MVS IVS web portal, insurance companies and agents licensed in NV will have secure access to an electronic compliance transaction. This process will allow insurance company and agent users to supply insurance policy information, identify a VIN error, an out of state policy, or identify the vehicle as inoperable or seasonal use in order to stop the registration suspension/revocation process in real-time.

For non-insurance compliance options (inoperable vehicle, seasonal use, military waiver, etc.), the customer may respond electronically through the MVS IVS web portal.

**Step 10. MVS Call Center**

Customers that have received an uninsured notice may have questions related to the compliance process or the notice. Customers will be directed to the MVS IVS Contact Center where MVS personnel can assist them. All customer call ticket information is maintained with the MVS IVS web portal.

Electronic compliance information from customers or insurance companies may also be processed by the MVS Call Center using the web portal.

**Step 11. Compliance Update**

Electronic compliance received in response to an uninsured notice will be updated directly to the State system through a web service API in real-time. This information may clear the suspension or revocation requirement or an additional fee may be required. This service will provide a real-time update to the State system and response message to the customer.



## **4. SYSTEM AND VENDOR REQUIREMENTS**

### **Hosting and Maintenance**

MVS will be responsible for hosting, security, and disaster recovery of MVS IVS. MVS IVS is a cloud-based solution and uses the AWS platform. MVS will be responsible for MVS IVS system maintenance. MVS will provide Service Packs for MVS IVS on an as needed basis. They would be released on a quarterly schedule but may be done more or less frequently as needed.

### **Upgrades/Enhancements**

Upgrades/enhancements will provide additional/enhanced functionality. These may be due to change in State requirements, legislative changes, new/better technologies, etc.

All system upgrades will be accompanied by a System Upgrade Plan which will include timeline, milestones, and responsibilities. Adequate testing (including regression testing) will be completed prior to implementation. MVS provides several upgrades/enhancements at no cost. However, if any upgrade/enhancement requires additional cost, MVS and State will go through the contract amendment process if the State approves the related cost.

### **System Service Level Agreement**

MVS IVS will be available 24 hours per day, 365 days per week except for scheduled system maintenance downtimes. MVS IVS provides the State with 99% guaranteed system availability outside of scheduled downtime.

### **Security**

Within MVS IVS data is encrypted via cryptographic mechanisms (encryption) at rest and in transit. Multiple layers of security are used in most data interchanges. For example, in the file exchange with insurance companies, not only are the files encrypted via PGP but the FTP channel is encrypted using SSH. MVS IVS includes security features such as administrator-controlled user name and password access, user role-based data access capabilities, and automatic timeout/log-off. The web portal and database are designed securely to ensure that they are not vulnerable to attacks like SQL injections. OS and virus software patches are applied regularly and all files exchanged are automatically examined for viruses. Servers are updated regularly with most current virus software and OS patches. The firewalls are configured so that everything is denied or disabled by default and only those ports and protocols that are required for MVS IVS functionality are enabled.

### **Back-up and Recovery**

MVS IVS uses daily database backups and transaction log backups every 15 minutes. In case of a failure/disruption, MVS IVS can be restored to the latest backups. Also, since MVS IVS connects to insurance company systems in real-time any data loss would not impact the insurance verification functions of MVS IVS. Additionally, MVS uses AWS Northern Virginia as its primary hosting region and AWS Ohio as the backup/secondary region. Each region has multiple redundant sites. Also, MVS IVS uses load balanced web servers that provide redundancy to the MVS IVS websites and web services.

### **Implementation and Transition Plan**

MVS IVS will be implemented within 6 months from the issuance of the Implementation Guide for insurance companies. At the end of this implementation, the State will transition insurance verification processes and integration points over to MVS. All suspensions will remain within the State system.

Insurance suspensions, penalties, and lapse information will remain in the State system after go-live. MVS IVS will assess and update this information through integration points.

### **Insurance Company Reporting**

MVS IVS follows the IICMVA standard for insurance company reporting.

MVS IVS will require web services for real-time verification from all licensed NV Insurance Companies and will utilize the IICMVA model for web services in order to minimize impact to insurance companies. Insurance companies will also be required to verify commercial lines policies as well.

Insurance Companies will be required to provide a weekly PGP-encrypted Book of Business file using SFTP. MVS IVS will utilize the IICMVA format for the Book of Business file. Private and commercial lines policies will be required.

### **Help Desk for Insurance Companies**

MVS will provide help desk support for insurers Monday through Friday from 9:00 AM (PT) until 5:00 PM (PT). Help desk will assist Insurers in registering with the system, configure new Insurers to report to the system, manage user accounts and assist Insurers manage agent, agency, and sub-user accounts.

MVS personnel will troubleshoot any errors that users encounter, test the file exchange process with Insurers and help Insurers properly format and send their test files when requested. The help desk will test the web service data exchange with insurance companies and help Insurers properly configure their web services when requested.

### **Training and Rollout Plan**

Following MVS IVS web portal go-live, MVS will publish an Implementation Guide, FAQ's and an Instructional Video Library. All training is self-help available through the web portal. A typical rollout schedule runs 6 months following the issuance of the Guide. At the end of the 6 months, insurance verification APIs are live with integration points, and the letter and electronic compliance process can begin.

### **Testing**

MVS will provide a vendor-hosted testing environment which will be available for the State to conduct integration testing.

### **State Integration Points – Real-time Insurance Verification API**

Real-time insurance inquiries will be available through an MVS IVS B2B Integration Point. MVS IVS will provide the State with a B2B real-time insurance verification RESTful API/web service for insurance verification requests. Vehicle and available insurance policy information will be provided with this request to MVS IVS. The real-time insurance verification integration point can be seamlessly integrated



with existing State system workflows such as registration renewal, new registration issuance, accidents, traffic stops, etc.

The following responses will be provided by MVS IVS in real-time insurance verification requests:

- **Confirmed:** This response will be returned when MVS IVS is able to confirm insurance for the VIN.
- **Unconfirmed:** This response will be returned when MVS IVS is NOT able to confirm insurance for the VIN. For Unconfirmed response, the following parameter will be included:
  - **Unconfirmed Reason Code:** The associated unconfirmed reason codes will be provided in the unconfirmed response. MVS IVS utilizes the IICMVA model, therefore the standard IICMVA reason codes will be utilized. Please refer to the latest IICMVA User Model Guide for a complete list of unconfirmed reason codes. Unconfirmed reason codes are not required in the IICMVA model; therefore, not all insurance companies provide these reason codes.
- **Error:** If an error is encountered during processing of the insurance verification request. For Error responses, the following parameter will be included:
  - **Error Code:** An error code will be returned indicating the type of error.

### **State Integration Points – Batch**

MVS IVS has available existing configurable secure file transfer modules for batch data transfer. MVS IVS B2B integration modules allow for secure file transfer exchange with State systems. Files are encrypted using PGP and are also secured during FTP transport by using SSH encryption. Alternative encryption and electronic transfer methods are available if preferred.

### **Insurance Verification Process**

Real-time insurance verification will be available through MVS IVS B2B Integration Points - typically the MVS IVS Web Service(s) for the jurisdiction. The VIN or Plate number received through a request for insurance verification will be used to locate the correct vehicle and latest insurance policy information (received from BOB files) in the MVS IVS database. A real-time web service call will be made to the insurer of record. If the call to the Web Service of the insurer returns an "Unconfirmed" response, then MVS IVS will broadcast the query to all insurance companies that have Web Services. If any of the Web Services provides a "Confirmed" response, this information will be used to respond to the Verification request. The real-time insurance verification integration point can be seamlessly integrated with existing State system workflows such as registration renewal, new registration issuance, etc. Insurance verification is also available through the Web Portal.

### **Ongoing Verification**

NV registration data will be matched against the MVS IVS insurance database using MVS' cascading Data Matching Algorithm and business rules engine.

Active registrations that cannot be matched to the insurance information provided by insurance companies will be flagged in the MVS IVS database for re-verification. The flagged vehicles will be re-verified for thirty (30) days (this is configurable). Vehicles that have not appeared in the BOB files will be broadcast against available insurance company web services. Vehicles that do not appear in the BOB files and that cannot be verified through web services will be included in the non-compliance letter process.

## **Web Portal**

Web portal functionality for State users includes real-time insurance verification, reports, transactional reporting, administrative services. The MVS IVS web portal will also be used for insurance company registration, and system administration.

The Web Portal will be available to insurance companies and agents for insurance compliance reporting. For Citizens, the Web Portal will be utilized for non-insurance compliance reporting (military, seasonal use, not in use, or vehicle sold).

## **Electronic Compliance Reporting**

Electronic compliance reporting through the MVS IVS web portal will be used following notice to customer to show current proof of insurance or insurance on the verification date. This real-time compliance transaction is provided to insurance agents and companies to clear existing insurance requirements in real-time. If a customer receives a notice for not having insurance, the customer can contact their agent and a new insurance policy/binder can be submitted in real-time at the point of sale to satisfy the insurance requirement. This electronic compliance process is utilized instead of paper proof of coverage.

For Citizens, the Web Portal will be utilized for non-insurance compliance reporting (military, seasonal use, not in use, or vehicle sold).

All compliance information (insurance and non-insurance) will be updated to the State system in real-time using an API hosted by the State.

## **System Users**

The MVS IVS web portal is a secure website available to authorized users following authentication. User access is defined by role type. Additional roles for other agencies within the State can be easily defined to allow user access outside of the State. MVS IVS also provides administrative level user access (Super Users) who are responsible for creating and managing users with an agency, department, or team. MVS IVS currently has numerous role types available to multiple agencies in several jurisdictions.

## **Reports**

The MVS IVS web portal provides numerous real-time canned reports. These reports are utilized to monitor the effectiveness of the system. These on demand web portal reports monitor key statistics such as insurance company reporting, registration matching, uninsured vehicles, uninsured rates, and suspension action. The MVS technical team and the State will utilize these reports to monitor the performance of the system. These reports can be modified to meet the specific requirements of the jurisdiction. In addition, ad-hoc reports can be created. Report access is user role driven.

## **System Support**

The MVS help desk and technical support team will be responsible for ongoing support and maintenance. MVS technical support of system and integration points is 24/7/365. All technical and help desk support is email-based.

MVS will be responsible for providing all insurance company support as it relates to MVS IVS system reporting.

### **Response Times for System Issues**

1) From initial support service request to initial response.

The response time depends on the severity of the issue. The severity classifications are:

- Critical (S1): The defect affects critical functionality. Maximum time to initial response is 2 hours.
- Major (S2): The defect affects functionality, but it has a workaround or does not impact the primary MVS IVS functions. Maximum time to initial response is 4 hours.
- Minor: The defect affects minor functionality and has an easy workaround. Maximum time to initial response is 24 hours.
- Trivial: The defect does not affect functionality. For example: Layout discrepancies, spelling/grammatical errors. Maximum time to initial response is 48 hours.

2) From initial support service request to fully remediated/resolved issue.

The response time depends on the type of issue.

- For Critical (S1) and Major (S2) issues, the time to full remediation/resolution depends on the reason for the outage. The maximum time to resolution is specified at 24 hours for Critical (S1) and 48 hours for Major (S2).
- For Minor and Trivial issues, the time to full remediation/resolution depends on the type of defect. If requested by the client, the issue can be resolved within 3 days. Otherwise, the patch is applied during the next weekly maintenance window or included in the next service pack.

### **Customer Support**

The MVS Contact Center will be available to NV Citizens that receive a notice from the State as a result of being identified as a possible uninsured motorist. This Contact Center will be available Monday – Friday, 9:00 AM PT – 5:00 PM PT excluding State Holidays. A tollfree phone number and email address will be provided for Citizen support and can be placed on the notices sent by the State.

The MVS Contact Center is designed to provide citizens with knowledgeable and efficient support. MVS agents are trained to provide the appropriate service based upon the State's requirements and MVS IVS system functionality.

The MVS IVS Web Portal will be utilized by MVS Contact Center agents to track customer contacts, and update and clear suspension records in real-time. Customer calls and correspondence will also be tracked in the MVS IVS Web Portal. Issues requiring State attention will be escalated with the MVS IVS Web Portal.



## 5. STATE RESPONSIBILITIES

1. The State will provide a project manager to manage this project.
2. State IT resources will be assigned to the project and responsible for establishing interface points including, but not limited to the registration extract, batch letter files, insurance verification API client, and the inquire and update compliance API.
3. During project startup, State functional resources will be needed to identify requirements for letter and compliance processing.
4. The State will be required to provide timely insurer Implementation Guide review and approval.
5. The State will provide a bulletin or memo from the department detailing the new reporting requirements and timeline.
6. The State will provide samples of all insurance-related notices generated to MVS.
7. The State will be responsible for generating and mailing all customer correspondence and notices including, but not limited to the initial, suspension, and rescind notices.
8. The State will be required to include instruction on the insurance-related notices for the new electronic compliance process.
9. The State will require and enforce insurance company reporting compliance by NV authorized insurance providers.
10. The State will assist MVS with gaining access to insurance producer and license data (either directly from the Division of Insurance or their service provider).
11. The State will provide a list of NAICs reporting to the current system as well as any available contact information.
12. Customer inquiries escalated in the Web Portal by MVS personnel will be resolved by the State.
13. The State will provide tier 2 support to MVS call center personnel assisting customers that have received insurance-related notices.
14. State Web Portal Super Users will be responsible for creating and managing State Web Portal Sub User accounts.
15. The State will be required to provide support to MVS technical and help desk resources when investigating issues related to integration points, insurance verification letters, and State process related to insurance verification.



## **6. Deliverables**

MVS will provide the following numbered deliverables to DMV over the course of the implementation project. The schedule for producing them will be defined in DEL-01. DMV will have 10 working days to accept or reject any deliverable and the parties will work together in good faith to remedy any identified deficiencies.

1. DEL-01 Project Plan
2. DEL-02 Requirements for Letter and Compliance Processing
3. DEL-03 Hosted Testing Environment
4. DEL-04 Insurer Implementation Guide
5. DEL-05 FAQs
6. DEL-06 Instructional Video Library
7. DEL-07 Hosted Production Environment

## Appendix KK – Carahsoft Quotes

This appendix contains the four quotes that revised and add to the software and slalom services provided through Carahsoft. The specific quotes are:

- Quote 39631153 Total (Quote #1) – Current Salesforce software license renewals and changes.
- Quote 37209577 Total (Quote #2) – Addition of MV Solutions services for insurance verification.
- Quote 39340030 Total (Quote #3) – Addition of Amazon Web Services for database support.
- Quote 39473558 Total (Quote #4) – Addition to Slalom services for increased data design/support and additional Financial Management Solution (FMS) services.

## Appendix KK

Carahsoft Quote 1- #39631153

# GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

salesforce

TO: Nevada Department of Motor Vehicles  
Attn: Administrator, Research and Program Management  
Division  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVInvoices@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE:

PHONE: (571) 662-3456 FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 39631153  
QUOTE DATE: 09/01/2023  
QUOTE EXPIRES: 10/22/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$6,586,390.04

TOTAL QUOTE: \$6,586,390.04

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY2024 SALESFORCE CORE LICENSES					
1	200005696	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 200005696 Start Date: 09/22/2023 End Date: 09/21/2024	\$661,464.98	COOP 1	\$661,464.98
2	200013353	Public Sector Foundation - Advanced - Unlimited Edition Salesforce.com, Inc. - 200013353 Start Date: 09/22/2023 End Date: 09/21/2024	\$1,390.0000	COOP 1536	\$2,135,040.00
3	200013347	Public Sector Application Forms - Business (1,000) Salesforce.com, Inc. - 200013347 Start Date: 09/22/2023 End Date: 09/21/2024	\$797.87	COOP 500	\$398,935.00
4	200013348	Public Sector Application Forms - Individual (1,000) Salesforce.com, Inc. - 200013348 Start Date: 09/22/2023 End Date: 09/21/2024	\$531.9149	COOP 600	\$319,148.94
5	200013340	Customer Community Plus for Public Sector - UE - Members Salesforce.com, Inc. - 200013340 Start Date: 09/22/2023 End Date: 09/21/2024	\$50.0000	COOP 1177	\$58,850.00
6	200001622	Business Rules Engine - Public Sector Foundation Advanced (6K calls/annum) Salesforce.com, Inc. - 200001622 Start Date: 09/22/2023 End Date: 09/21/2024	\$0.00	COOP 1	\$0.00
7	200000189	High Volume Platform Events Salesforce.com, Inc. - 200000189 Start Date: 09/22/2023 End Date: 09/21/2024	\$4,909.09	COOP 1	\$4,909.09

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	200003054	Public Sector Mobile Inspections - Unlimited Edition Salesforce.com, Inc. - 200003054 Start Date: 09/22/2023 End Date: 09/21/2024	\$583,8667 COOP	50	\$29,193.34
9	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 09/22/2023 End Date: 09/21/2024	\$298,524.87 COOP	1	\$298,524.87
FY2024 SALESFORCE CORE LICENSES SUBTOTAL:					\$3,906,066.22
FY2024 SALESFORCE MARKETING CLOUD					
10	200006094	Additional Contacts - Corporate Edition (1,000) Salesforce.com, Inc. - 200006094 Start Date: 09/22/2023 End Date: 09/21/2024	\$41,2774 COOP	3005	\$124,038.59
11	211102204	SSL Certificate - LP Salesforce.com, Inc. - 211102204 Start Date: 09/22/2023 End Date: 09/21/2024	\$976.60 COOP	2	\$1,953.20
12	200001652	Marketing Cloud Engagement - Corporate Edition Salesforce.com, Inc. - 200001652 Start Date: 09/22/2023 End Date: 09/21/2024	\$25,132.98 COOP	1	\$25,132.98
13	200001664	Super Messages - excluding SMS/MMS (1,000) Salesforce.com, Inc. - 200001664 Start Date: 09/22/2023 End Date: 09/21/2024	\$1,0638 COOP	40000	\$42,552.00
14	200001429	Premier Success Plan - Marketing Cloud Salesforce.com, Inc. - 200001429 Start Date: 09/22/2023 End Date: 09/21/2024	\$40,803.72 COOP	1	\$40,803.72
FY2024 SALESFORCE MARKETING CLOUD SUBTOTAL:					\$234,480.49
FY2024 MULESOFT LICENSES					
15	200007436	MuleSoft - Anypoint Platform Base Subscription - Platinum Edition Anypoint Platform Base includes: QTY 2 Production Core QTY 4 Pre-Production Core QTY 1 Platinum Subscription Salesforce.com, Inc. - 200007436 Start Date: 09/22/2023 End Date: 09/21/2024	\$97,839.46 COOP	1	\$97,839.46
16	200007463	MuleSoft - Additional vCore Production - Platinum Edition Includes: QTY 32 Additional Static IP Salesforce.com, Inc. - 200007463 Start Date: 09/22/2023 End Date: 09/21/2024	\$21,100.31 COOP	2	\$42,200.62
17	210000065	MuleSoft - API Manager & Analytics - Platinum Edition Salesforce.com, Inc. - 210000065 Start Date: 09/22/2023 End Date: 09/21/2024	\$85,465.80 COOP	1	\$85,465.80
18	200007548	MuleSoft - Government Cloud Deployment 23% of Net Price Salesforce.com, Inc. - 200007548 Start Date: 09/22/2023 End Date: 09/21/2024	\$121,795.87 COOP	1	\$121,795.87

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
19	200007563	MuleSoft - Load Balancer - Platinum Edition Salesforce.com, Inc. - 200007563 Start Date: 09/22/2023 End Date: 09/21/2024	\$5,718.4335 COOP	4	\$22,873.73
20	200007451	MuleSoft - Additional vCore Pre-Production - Platinum Edition Salesforce.com, Inc. - 200007451 Start Date: 09/22/2023 End Date: 09/21/2024	\$17,572.98 COOP	16	\$281,167.68
FY2024 MULESOFT LICENSES SUBTOTAL:					\$651,343.16
FY2024 TABLEAU LICENSES					
21	200001773	Tableau - Creator (Server) Tableau Software LLC - 200001773 Start Date: 09/22/2023 End Date: 09/21/2024	\$840.00 COOP	20	\$16,800.00
22	200001774	Tableau - Explorer (Server) Tableau Software LLC - 200001774 Start Date: 09/22/2023 End Date: 09/21/2024	\$420.00 COOP	20	\$8,400.00
23	200001775	Tableau - Viewer (Server) Tableau Software LLC - 200001775 Start Date: 09/22/2023 End Date: 09/21/2024	\$144.00 COOP	50	\$7,200.00
FY2024 TABLEAU LICENSES SUBTOTAL:					\$32,400.00
FY2024 NINTEX LICENSES					
24	CBDA750025FRIL2	DocAutomation - 60,000 Auto DDPs - 25 WF / DDP- FedRamp IL2 Nintex - CBDA750025FRIL2 Start Date: 09/22/2023 End Date: 09/21/2024	\$84,890.53 COOP	1	\$84,890.53
25	LDSTMFR	LDS Add-on: Triggered / Mass DDPs - FedRAMP FedRamp IL2 - Qty 1,000,000 (See Order Condition #6) Nintex - LDSTMFR Start Date: 09/22/2023 End Date: 09/21/2024	\$263,157.8947 COOP	1	\$263,157.89
26	CBDA100ADDFRIL2	IL2 - DocAutomation - ADD ON DocAutomation - 1 WF/DDP Add on for 150 Pack- FedRamp IL2 Nintex - CBDA100ADDFRIL2 Start Date: 09/22/2023 End Date: 09/21/2024	\$207.5041 COOP	225	\$46,688.42
FY2024 NINTEX LICENSES SUBTOTAL:					\$394,736.84
FY2024 CLARITI LICENSES					
27	DBL	Drawbridge Financials User License Clariti Cloud Inc - DBL Start Date: 09/22/2023 End Date: 09/21/2024	\$280.85 COOP	1546	\$434,194.10
FY2024 CLARITI LICENSES SUBTOTAL:					\$434,194.10
FY2024 ABBYY SOFTWARE LICENSE					
28	CSPP-PREPAY- POINT-F	U.S. Public Sector CSPP Prepay Plan - 1 charge per point Intelligent Document Processing Cloud Service, Proof-of-Identity ID Reading/Verification (up to 100,000 transactions), Add: Development/Test Environment (Included in price), Maintenance/Upgrade Assurance (SMUA) 20% of List, Enterprise Level Support Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2023 End Date: 09/21/2024	\$727,055.85 COOP	1	\$727,055.85



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
29	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Intelligent Document Processing Cloud Service: Includes a total of 1M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first.– UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2023 End Date: 09/21/2024	\$73,924.73 COOP	1	\$73,924.73
30	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Proof-of-Identity ID Reading/Verification (up to 20,000 transactions) – UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2023 End Date: 09/21/2024	\$49,204.30 COOP	1	\$49,204.30
31	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2023 End Date: 09/21/2024	\$18,469.35 COOP	1	\$18,469.35
32	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Professional Consulting Hours Carahsoft Technology Corporation - PS-BSMS	\$215.05 COOP	300	\$64,515.00
FY2024 ABBYY SOFTWARE LICENSE SUBTOTAL:					\$933,169.23
SUBTOTAL:					\$6,586,390.04
TOTAL PRICE:					\$6,586,390.04
TOTAL QUOTE:					\$6,586,390.04

## SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY24 SOFTWARE SCOPE GAP					
33	CPP-POINT-F	U.S. Public Sector CPP Points - 1 charge per point Carahsoft Technology Corporation - CPP-POINT-F Start Date: 09/22/2023 End Date: 09/21/2024	\$128,735.00 COOP	1	\$128,735.00

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY24 SOFTWARE SCOPE GAP SUBTOTAL:					\$128,735.00
FY2025 ABBYY SOFTWARE LICENSE					
34	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Intelligent Document Processing Cloud Service, Proof-of-Identity ID Reading/Verification (up to 100,000 transactions), Add: Development/Test Environment (Included in price), Maintenance/Upgrade Assurance (SMUA) 20% of List, Enterprise Level Support Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$1,006,970.74	COOP 1	\$1,006,970.74
35	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Intelligent Document Processing Cloud Service: Includes a total of 1M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first.– UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$73,924.73	COOP 1	\$73,924.73
36	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Proof-of-Identity ID Reading/Verification (up to 40,000 transactions) – UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$98,408.60	COOP 1	\$98,408.60
37	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$25,850.00	COOP 1	\$25,850.00
FY2025 ABBYY SOFTWARE LICENSE SUBTOTAL:					\$1,205,154.07
FY2026 ABBYY SOFTWARE LICENSE					
38	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Intelligent Document Processing Cloud Service, Proof-of-Identity ID Reading/Verification (up to 200,000 transactions), Add: Development/Test Environment (Included in price), Maintenance/Upgrade Assurance (SMUA) 20% of List, Enterprise Level Support Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$1,006,970.74	COOP 1	\$1,006,970.74

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
39	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Intelligent Document Processing Cloud Service: Includes a total of 1M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first.– UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$73,924.73 COOP	1	\$73,924.73
40	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Proof-of-Identity ID Reading/Verification (up to 40,000 transactions) – UAT Environment Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$98,408.60 COOP	1	\$98,408.60
41	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY-POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$25,850.00 COOP	1	\$25,850.00
FY2026 ABBYY SOFTWARE LICENSE SUBTOTAL:					\$1,205,154.07
FY2025 NINTEX LICENSES					
42	CBDA750025FRIL2	DocAutomation - 60,000 Auto DDPs - 25 WF / DDP- FedRamp IL2 Nintex - CBDA750025FRIL2 Start Date: 09/22/2024 End Date: 09/21/2025	\$84,890.53 COOP	1	\$84,890.53
43	LDSTMFR	LDS Add-on: Triggered / Mass DDPs - FedRAMP FedRamp IL2 - Qty 4,000,000 (See Order Condition #6) Nintex - LDSTMFR Start Date: 09/22/2024 End Date: 09/21/2025	\$263,157.8947 COOP	1	\$263,157.89
44	CBDA100ADDFRIL2	IL2 - DocAutomation - ADD ON DocAutomation - 1 WF/DDP Add on for 150 Pack- FedRamp IL2 Nintex - CBDA100ADDFRIL2 Start Date: 09/22/2024 End Date: 09/21/2025	\$207.5041 COOP	225	\$46,688.42
FY2025 NINTEX LICENSES SUBTOTAL:					\$394,736.84
FY2026 NINTEX LICENSES					
45	CBDA750025FRIL2	DocAutomation - 60,000 Auto DDPs - 25 WF / DDP- FedRamp IL2 Nintex - CBDA750025FRIL2 Start Date: 09/22/2025 End Date: 09/21/2026	\$84,890.53 COOP	1	\$84,890.53
46	LDSTMFR	LDS Add-on: Triggered / Mass DDPs - FedRAMP FedRamp IL2 - Qty 10,000,000 (See Order Condition #6) Nintex - LDSTMFR Start Date: 09/22/2025 End Date: 09/21/2026	\$263,157.8947 COOP	1	\$263,157.89

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
47	CBDA100ADDFRIL2	IL2 - DocAutomation - ADD ON DocAutomation - 1 WF/DDP Add on for 150 Pack- FedRamp IL2 Nintex - CBDA100ADDFRIL2 Start Date: 09/22/2025 End Date: 09/21/2026	\$207,5041 COOP	225	\$46,688.42
FY2026 NINTEX LICENSES SUBTOTAL:					\$394,736.84
SUGGESTED SUBTOTAL:					\$3,328,516.82



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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\*Customer must reference Carahsoft Q839631153 on PO/Contract, and PO/Contract must be fully funded up front\*

## Salesforce LPI Terms:

Usage Details: (9/22/23-9/21/24)

Public Sector Applications (Tenant ID: 0008z000008aQIEAY) QTY: 1,100,000 | Overage rate: \$6.00  
Business Rules Engine Calls (Tenant ID: 0008z000008aQIEAY) QTY: 6,000 | Overage Rate: \$0.014

## ---Salesforce Quote Special Terms---

### Effective with this Quote/Renewal:

Any increase in subscription pricing (excluding support and resource-based Services) for the first three (3) renewal terms will not exceed 0% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Any increase in subscription pricing (excluding support and resource-based Services) for the fourth renewal term will not exceed 2% over the then-current subscription pricing, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is for one year in length. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

\*THIS LANGUAGE SUPERCEDES STANDARD YOY LANGUAGE AT BOTTOM OF QUOTE\*

Only Services on this Order Form that are identified by SKU in the Government Cloud Plus Products list available at <https://www.salesforce.com/company/legal/agreements/>, as updated from time to time, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article available at <https://help.salesforce.com/articleView?id=000321821&type=1&mode=1> ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Plus Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide available at <https://publicsector-compliance-us.my.salesforce.com/> to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that Interoperate with the Customer's Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that Interoperate with its Salesforce Government Cloud Plus Org.

## ---Product Special Terms---

### ---Government Cloud Plus

The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>); and (ii) amends and supplements the Premier Success Plan (available at <https://sfdc.co/bDsV6q>) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce. Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

### ---Public Sector Application Forms (1,000)

Applicable multipliers for application units are described at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/public-sector-solutions-services-application-unit-multipliers.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/public-sector-solutions-services-application-unit-multipliers.pdf). Overage fees are billed monthly, in arrears. As part of the initial configuration, and prior to use of the Services, Customer must select the "Licensing and Permitting Management" Application Usage Object Record (as further detailed at

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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[https://help.salesforce.com/s/articleView?id=sf\\_psc\\_admin\\_task\\_config\\_appl\\_recd\\_type.htm&type=5](https://help.salesforce.com/s/articleView?id=sf_psc_admin_task_config_appl_recd_type.htm&type=5) in order to properly track application unit usage.

## Public Sector Foundation - Advanced

In order to access Omnistudio features and functionality, Customer's system administrator must first install the latest OmniStudio managed package available at: <https://docs.vlocity.com/en/Omnistudio-Release-Summary.html>. Customer must be using a version of the managed package that is no more than two releases behind the then-current generally available version of the managed package (the "GA Version") in order for SFDC to provide support. SFDC will not provide support for Omnistudio features and functionality to Customer (including any patches) for any managed package that is more than two releases behind the GA Version. If Public Sector Foundation - Advanced subscriptions are used in the same Org as Employee Experience for Public Sector subscriptions, Public Sector Foundation Advanced subscriptions must be restricted to internal operations use cases only. "Org" means a unique Instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

## Emergency Program Management

In order to access Emergency Program Management Services, Customer's system administrator must first install the managed package via the following link: <http://industries.force.com/publicsector>.

## Business Rules Engine

Overage fees are billed monthly in arrears and due in accordance with the payment terms set forth herein.

## Salesforce Shield

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: <https://sfdc.co/install-datadetect>.

## Salesforce Marketing Cloud Terms

### Usage Details

#### By Account

Usage Type	Start Date	End Date	Quantity	Overage Rate	True Up Rate
SMS/MMS Mobile Messages	9/22/2023	9/21/2024	1,000	\$0.014	N/A
Super Messages - excluding SMS/MMS	9/22/2023	9/21/2024	50,000,000	\$0.0014	N/A

#### By Tenant ID

Usage Type	Start Date	End Date	Tenant ID	Quantity	Overage Rate	True Up Rate
Corporate Edition Contacts	9/22/2023	9/21/2024	534000190	3,050,000	\$0.0053	N/A

### Quote Special Terms

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 0% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

\*THIS LANGUAGE SUPERCEDES STANDARD YOY LANGUAGE AT BOTTOM OF QUOTE\*

### Product Special Terms

#### NOTICE - Contacts

Overage fees will be billed monthly, in arrears, for each month that Customer exceeds its then-current volume.

#### NOTICE - Overage Billing

Overage fees are billable monthly, in arrears.

#### NOTICE - Mobile Messaging

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of SMS and MMS messaging or Customer Data sent via SMS and MMS messaging. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Note: Only first Instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.

#### SMS/MMS Mobile Messages

A detailed description of SMS/MMS Mobile Messages and how they may be used, including the corresponding multipliers by market, can be found at <https://sfdc.co/mc-multipliers>. The following terms apply to this product: NOTICE - Overage Billing. For Customers with Contract Start Dates beginning on or after May 17, 2022: Multipliers are subject to change upwards or downwards at any time.



# GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.

salesforce

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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notwithstanding anything to the contrary in the Main Services Agreement, SFDC will provide Customer with at least 30 days' notice of any increase in multipliers, and any such increase will not apply until after the expiration of the applicable notice period.

## Super Messages - Excluding SMS/MMS

A detailed description of Super Messages - excluding SMS/MMS, and how they may be used, can be found at <https://sfdc.co/mc-multipliers>.

## SSL Certificate

Customer understands that SSL Certificate cannot be provisioned until Sender Authentication Package (SAP) provisioning is complete. Customer shall work with SFDC and provide timely cooperation to complete the SAP provisioning, and understands that SSL Certificate provisioning may take up to 4 weeks after SAP is provisioned.

## Clariti Terms:

Clariti Licenses are an addition to the DMV software services. Clariti's Drawbridge product provides the Financial Management Solution for DMV.

## Notes:

1. Drawbridge Financials User License to be paid in full prior to start of the project and paid on the renewal date annually.
2. Price increase of 5% to begin in Year 3. Drawbridge reserves the right to increase prices up to 7% per year.
3. Drawbridge Financials User License is inclusive of Clariti Product and Warranty Support.

## Nintex Terms:

### Order Conditions

1. This Order Form is valid and binding for the Subscription Term. Unless otherwise set forth in this Order Form, the "Subscription Term" for the Subscription(s) in this Order Form shall be from the date of execution of this Order Form for the Duration listed above.
2. The Nintex Services on this Order Form are governed by the Master Subscription Agreement located at <http://www.nintex.com/legal>. In the event of any conflict between the terms of this Order Form and the terms of the agreement, the terms of this Order Form shall govern. In the event of any conflict between the Agreement (NASPO ValuePoint contract vehicle) and the terms of this Order Form, the Agreement shall govern.
3. By signing this Order Form, you represent and warrant that you are authorized to enter into this Order Form and related agreements on behalf of the entity listed on the Order Form and bind such entity to the terms and conditions of this Order Form and related agreements.
4. All prices reflected in this Order Form do not include localized tax. Applicable taxes will be included at the time of invoice.
5. Service Period represents a non-cancelable commitment. All services will be billed annually in advance unless otherwise specified.
6. During Years 1-3 of the Subscription in this Order Form (the "Service Period"), Customer may use the entire number of executions (DDPs) purchased at any point during the Service Period. Any DDPs not consumed during the Service Period cannot be rolled over or renewed beyond the End Date of Year 3 of the Service Period.

## Product Definitions

1. The product definitions for the subscription or support in this Order Form are available at <https://www.nintex.com/legal/product-definitions>.

## Tableau Product Special Terms

### Tableau Services

Tableau Software and/or Tableau Online Services are subject to the Order Form Supplement for Tableau Products available at [www.tableau.com/ofs](http://www.tableau.com/ofs) which is hereby made part of this Order Form. In the event of any conflict or inconsistency among the documents, the order of precedence shall be: (1) the Agreement (contract vehicle), (2) the applicable Quotes, (3) the TOU, and (4) the Documentation.

## Mulesoft Product Terms

### MuleSoft - Government Cloud Deployment

Customer acknowledges and agrees that some features listed under the Anypoint Platform Base Subscription are not currently available to use with Government Cloud Deployment. Current features available with Government Cloud Deployment can be found here <https://docs.mulesoft.com/gov-cloud/gov-cloud-features>. Salesforce reserves the right to change the list of features available with Government Cloud Deployment at its sole discretion. Government Cloud Deployment permits deployment into MuleSoft LLC's FedRAMP configured AWS GovCloud environment. MuleSoft's current FedRAMP status can be found at [www.fedramp.gov](http://www.fedramp.gov). Government Cloud Deployment also permits deployment of Mule Runtimes into a Customer's on-premise environment ("Standalone Mules"). Standalone Mules, and Support for Standalone Mules, are outside the scope of FedRAMP. Customer is solely responsible for ensuring that all data shared with Salesforce complies with any and all data and information protection policies, requirements, and standards. Please review the MuleSoft SSP for FedRAMP scope. To set up access to MuleSoft's FedRAMP authorized environment for Anypoint Platform, please

# GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.

CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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file a support ticket at <https://help.mulesoft.com/s/> and include the necessary information outlined in the following links  
<https://docs.mulesoft.com/access-management/conf-openid-connect-task> and  
<https://docs.mulesoft.com/access-management/conf-saml-ssso> to configure access via your external identity Provider (IdP).

ABBYY SOFTWARE:  
ASSUMPTIONS/CUSTOMER REQUIREMENTS:

- The ABBYY Cloud Service Level Agreement documents the commitment levels of the Cloud Service afforded to End User through ongoing payment for the service. The Cloud Service Level Agreement executed between End User and ABBYY will govern the Cloud Service quoted in this proposal.

Software maintenance is composed of two different components. The first component is ABBYY Software Maintenance "SMUA" and the second component is Service Level and Support.

For Enterprise Level Support - ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check

UFC PROFESSIONAL SERVICES DESCRIPTION:

Along with continuing development as needed for End User, UFC will consult on best-practices with headquarters, field-office, & Box/ABBYY Integration - potentially leveraging ABBYY's Scanning solutions included with the current subscription. Additionally, UFC will develop integration with specific Box files, identified by Salesforce when ABBYY batches are created. This may include, but not limited to:

- Updating file meta-data with OCR results
- Searchable items like VIN, Owner Details, etc
- Potentially providing OCR "output" files from ABBYY back to Box, after extraction is complete

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Agreement (contract vehicle), (2) the applicable Quotes, (3) the TOU, and (4) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>  
Help & Training: <http://carah.io/Help>  
Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here:  
[https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

## Appendix KK

Carahsoft Quote 2- #37209577

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Nevada Department of Motor Vehicles  
Attn: Administrator, Research and Program Management  
Division  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVInvoices@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE:

PHONE: (571) 662-3456 FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 08/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 37209577  
QUOTE DATE: 06/30/2023  
QUOTE EXPIRES: 09/30/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$2,296,320.00

TOTAL QUOTE: \$2,296,320.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MV SOLUTIONS SERVICES					
1	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone, SOW Required. Base System - MVS IVS for NV Carahsoft Technology Corporation - AR2472-CAR001-101 Start Date: 09/19/2023 End Date: 09/08/2026	\$26,666.6666	COOP 36	\$960,000.00
2	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone, SOW Required. Optional Component 1) Electronic Compliance Reporting by Insurance Agents & Companies Carahsoft Technology Corporation - AR2472-CAR001-101 Start Date: 09/19/2023 End Date: 09/08/2026	\$10,240.00	COOP 36	\$368,640.00
3	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone, SOW Required. Optional Component 2) Electronic Non-Insurance Compliance by NV Vehicle Owners Carahsoft Technology Corporation - AR2472-CAR001-101 Start Date: 09/19/2023 End Date: 09/08/2026	\$3,840.00	COOP 36	\$138,240.00
4	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone, SOW Required. Optional Component 3) Customer Call Center Carahsoft Technology Corporation - AR2472-CAR001-101 Start Date: 09/19/2023 End Date: 09/08/2026	\$23,040.00	COOP 36	\$829,440.00



# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:					\$2,296,320.00
TOTAL PRICE:					\$2,296,320.00
TOTAL QUOTE:					\$2,296,320.00

\*Must Reference Carahsoft Quote #37209577 and Contract #NV : 995WC-NV18-421 on Purchase Order\*

### MV Solutions Details:

#### Base System - MVS IVS for NV

- On-demand Real-time Insurance Verification via API during events such as registration renewals and traffic stops
- Batch Insurance Verification of NV registered vehicles
- Continuous verification of all registered vehicles to identify insurance cancellations and lapses
- Batch notice data exchange with State systems
- Batch and real-time B2B interfaces with motor vehicle and law enforcement systems customizable to State Requirements
- MVS IVS Web Portal for NV (Accounts for State Users, Insurers, etc.)
- Comprehensive Real-Time Web Portal reports

#### Web Services and Book of Business Interfaces with Insurers using HCMVA standards

- 24/7 Technical Support for State
- Email based support for Insurers
- Secure Cloud Hosting

#### Optional Components

##### 1) Electronic Compliance Reporting by Insurance Agents & Companies

- Electronic Suspension Compliance using MVS IVS Web Portal
- Access to all NV licensed insurance companies and agents
- Real-time suspension clearance through State API interface
- Email based Help Desk for Agents and Insurance Companies

##### 2) Electronic Non-Insurance Compliance by NV Vehicle Owners

- Compliance using MVS IVS Web Portal
- Access to all customers who received Notices
- Real-time suspension clearance through State API interface
- Email based Help Desk for NV Vehicle Owners

##### 3) Customer Call Center

- Customer support for NV residents via tollfree number and email
- Resolve issues related to insurance notices sent to customers
- 24-seat State-of-the-Art Call Center in MVS South Carolina headquarters
- M-F 8 am - 5 pm PDT Call support; 24/7/365 interactive voice system (IVR)
- Price Based on a maximum 1,200 notices/workday
- Manual processing of supporting documentation as required
- Enhanced Web Portal for Call Center (Customer contact tracking, digital storage of supporting documentation).

## Appendix KK

Carahsoft Quote 3- #39340030



## GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8585 | FAX (703) 871-8505  
 WWW.CARAHSOFT.COM | AWS@CARAHSOFT.COM



TO: Andrew Galloway  
 Nevada Department of Motor Vehicles  
 555 Wright Way  
 Carson City, NV 89711 USA

FROM: Ian Edgington  
 Carahsoft Technology Corp.  
 VMware Government Team  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: agalloway@dmv.nv.gov

EMAIL: Ian.Edgington@carahsoft.com

PHONE: (775) 684-4520

PHONE: (571) 662-4584

FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
 Additional Terms: Nevada Participating Addendum  
 Contract Term: 06/15/2017 to 09/15/2026  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

QUOTE NO: 39340030  
 QUOTE DATE: 08/30/2023  
 QUOTE EXPIRES: 09/29/2023  
 RFQ NO:  
 SHIPPING: ESD  
 TOTAL PRICE: \$1,200,000.00

TOTAL QUOTE: \$1,200,000.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	AWS-Bucket3	AWS Consumption Bucket AWS Consumption and Business Support Year 1: <a href="https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8">https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8</a> Amazon Web Services, Inc. - AWS-Bucket3	\$1,224,489.80	\$1,200,000.00	COOP 1	\$1,200,000.00

SUBTOTAL: \$1,200,000.00

## SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
2	AWS-Bucket3	AWS Consumption Bucket AWS Consumption and Business Support Year 2: <a href="https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8">https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8</a> Amazon Web Services, Inc. - AWS-Bucket3	\$1,224,489.80	\$1,200,000.00	COOP 1	\$1,200,000.00
3	AWS-Bucket3	AWS Consumption Bucket AWS Consumption and Business Support Year 3: <a href="https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8">https://calculator.aws/#/estimate?id=acc9328f19cbf6e7b38e93571cc4efec01c44df8</a> Amazon Web Services, Inc. - AWS-Bucket3	\$1,224,489.80	\$1,200,000.00	COOP 1	\$1,200,000.00

SUGGESTED SUBTOTAL: \$2,400,000.00



# GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8585 | FAX (703) 871-8505  
WWW.CARAHSOFT.COM | AWS@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$1,200,000.00
				TOTAL QUOTE:		\$1,200,000.00

\*\*\*

Usage and Invoicing: Customer will pay for all Fees based on: (a) Customer's use of the Services; (b) any Committed Purchases selected; and/or (c) any Package Purchases selected. Carahsoft will invoice Customer on a monthly basis for those Fees accrued at the end of each month. Carahsoft's measurement of services is based upon AWS measurement of Customer's use of the Services, this measurement is final.

## Appendix KK

Carahsoft Quote 4- #39473558

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Nevada Department of Motor Vehicles  
Attn: Administrator, Research and Program Management  
Division  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVInvoices@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE:

PHONE: (571) 662-3456

FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 08/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 39473558  
QUOTE DATE: 09/01/2023  
QUOTE EXPIRES: 10/30/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$3,746,570.48

TOTAL QUOTE: \$3,746,570.48

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
CHANGE ORDER #5 INCREASE					
1	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q2 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88
2	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q3 Carahsoft Technology Corporation - PS-SE	\$483,923.76	COOP 1	\$483,923.76
3	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q4 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88
4	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q1 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88
5	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q2 Carahsoft Technology Corporation - PS-SE	\$603,624.42	COOP 1	\$603,624.42
6	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q2 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88
7	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q3 Carahsoft Technology Corporation - PS-SE	\$603,624.42	COOP 1	\$603,624.42
8	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q3 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88
9	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q4 Carahsoft Technology Corporation - PS-SE	\$603,626.60	COOP 1	\$603,626.60
10	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 4 - FY 2025 Q4 Carahsoft Technology Corporation - PS-SE	\$241,961.88	COOP 1	\$241,961.88

## PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:					\$3,746,570.48
TOTAL PRICE:					\$3,746,570.48
TOTAL QUOTE:					\$3,746,570.48

\*Customer must reference Carahsoft Q839473558 and Contract #995WC-NV18-421 on PO/Contract, and PO/Contract must be fully funded up front\*

\*Please see Service Agreement / Carahsoft Change Order 5 ID #39473558 for each impacted quarterly pricing breakdown for Slalom Services\*

AMEND

#3



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24759**Amendment Number: **3**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Legal Entity Name: **CARAHSOFT TECHNOLOGY**Agency Code: **810**Contractor Name: **CARAHSOFT TECHNOLOGY**Appropriation Unit: **4716-16**Address: **11493 SUNSET HILLS RD STE 100**Is budget authority available? **Yes**City/State/Zip: **RESTON, VA 20190**If "No" please explain: **Not Applicable**Contact/Phone: **571-662-3456**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**To what State Fiscal Year(s) will the contract be charged? **2022-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>12.00 %</b>	Registration Fees
Federal Funds	0.00 %		Bonds	0.00 %	
<b>X</b> Highway Funds	<b>88.00 %</b>		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/22/2021**Anticipated BOE meeting date **05/2024**Retroactive? **No**

If "Yes", please explain

**Not Applicable**APPROVED BY THE  
BOARD OF EXAMINERS**RECEIVED****APR 08 2024**GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISIONAT THEIR **MAY 14 2024**3. Previously Approved Termination Date: **09/08/2026**Contract term: **4 years and 352 days** **MEETING #57**  
Initials4. Type of contract: **Contract**Contract description: **Software Solutions**

5. Purpose of contract:

This is Amendment #3 to the original contract which provides commercial off-the-shelf based software solutions to replace the current outdated systems as part of the system modernization project. This amendment increases the maximum amount of the contract from \$88,020,034.22 to \$92,186,338.48, an increase of \$4,166,304.26.

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$51,038,212.98	\$51,038,212.98	\$51,038,212.98	Yes - Action
a. Amendment 1:	\$26,299,713.50	\$26,299,713.50	\$26,299,713.50	Yes - Action
b. Amendment 2:	\$10,682,107.74	\$10,682,107.74	\$10,682,107.74	Yes - Action
2. Amount of current amendment (#3):	\$4,166,304.26	\$4,166,304.26	\$4,166,304.26	Yes - Action
3. New maximum contract amount:	\$92,186,338.48			

**JUSTIFICATION**

7. What conditions require that this work be done?

DMV is seeking to move core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to perform this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-421.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpeat	04/05/2024 13:34:28 PM
Division Approval	bmusselm	04/05/2024 15:56:56 PM
Department Approval	asmit3	04/08/2024 11:33:53 AM
Contract Manager Approval	susanh29	04/08/2024 11:45:39 AM

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### AMENDMENT # 03

## TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada, 89711
Contact:	Molly Lennon
Phone:	775.684.4960
Email:	mjlennon@dmv.nv.gov

Contractor Name:	Carahsoft Technology
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

AND

Contractor Name:	Slalom
Address:	1646 North California Blvd, Suite 510
City, State, Zip Code:	Walnut Creek, CA 94596
Contact:	John Pavel, General Manager
Phone:	925-204-7312
Fax:	925-482-0695
Email:	John.Pavel@Slalom.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #99SWC-NV18-421 and dated 9/14/2021, attached hereto as Exhibit A, as subsequently modified by Amendment #01 and dated 9/13/2022, attached hereto as Exhibit B, Amendment #02 and dated 10/10/2023, attached hereto as Exhibit C, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

This amendment will increase the contract authority from \$88,020,034.22 by \$4,166,304.26 to \$92,186,338.48 due to the following facts:

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- Added additional Core licenses for MuleSoft in FY2024 (Quoted in Attachment LL, Quote #1).
- Added additional User Friendly Consulting (UFC) Software Implementation Hours in FY2024 (Quoted in Attachment LL, Quote #2, Line 1)
- Revisions to the ABBYY Software, reducing the price for FY2025. (Quoted in Attachment LL, Quote #2, Lines 2-5, replacing lines 34-36 of Quote #1 in Attachment KK)
- Revisions to the UFC Software Implementation Hours for FY2025. (Quoted in Attachment LL, Quote #2, Lines 6-9, replacing line 37 of Quote #1 in Attachment KK)
- Revisions to the ABBYY Software, reducing the price for FY2025. (Quoted in Attachment LL, Quote #2, Lines 10-13, replacing lines 38-40 of Quote #1 in Attachment KK)
- Revisions to the UFC Software Implementation Hours for FY2025. (Quoted in Attachment LL, Quote #2, Lines 14-17, replacing line 41 of Quote #1 in Attachment KK)
- Added Copado software for release deployment and management for three years. (Quoted in Attachment LL, Quote #3)
- Increased Slalom Services for data assistance, additional development, and operational support (Quoted in Attachment LL, Quote #4)

These additions are all within the approved budget for FY2024 and FY2025 or will be requested in the FY2026 Budget process (ABBY, UFC, and Copado).

**B. Current Contract Language:**

**1. OVERVIEW**

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a situation in critical need of remediation.

DMV has also experienced a demand for more online services and the ability to provide information in advance of a visit to DMV when it is necessary. In light of this demand coupled with the COVID 19 pandemic that the country faces, DMV services should be accomplished online with robust, easily understood tools. Many customers expect DMV to have the capabilities of online stores with fast, simple means to accomplish an activity. DMV's customer-focused solution needs to restructure, replace, and reengineer DMV's technology and processes to deliver a new customer experience.

DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. Centered around an online strategy wherever possible, this customer-focused model will be the "North Star" for all efforts. It is the intent of the State to implement a highly configurable solution that minimizes customization requiring specific coding and modification. The solution should allow configurations and support the use of middleware and workflow management to



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accomplish complex tasks. Further, DMV seeks to eliminate the need to purchase unnecessary third-party software and where possible to avoid high-cost customizations related to integration issues. The DTE is replacing a custom-built solution that interfaces with many partner systems and third-party tools and software. These interconnections are critical and will either be replaced by or integrated with the solution.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS) -based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the “North Star” of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new conceptual model involves remapping the current Nevada DMV organizational structure into a function-driven operation with three vertical service tiers supported by two horizontal, organization-spanning service areas as follows:

- Vertical services:
  - Driver’s License/Credentialing Services.
  - Vehicle Titling and Registration Services.
  - Compliance Enforcement Services.
- Horizontal services:
  - Finance and Accounting Services.
  - Administrative Services.

The new business model focuses on DMV’s key service area functions supported by financial, accounting, and a range of administrative services. All business processes and planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

DMV has reviewed and selected several products to support the DTE Program and DMV’s future environments. Most of these products are provided through this agreement and are described below.

- Salesforce: This is a cloud-based environment providing multiple software solutions that allow the DMV to build solutions with low-code tools and operate those solutions in the Salesforce government cloud environment.
- MuleSoft: This is a cloud-based environment providing integration solutions that allow the DMV to link other solutions with low-code tools and operate those solutions in the MuleSoft government cloud environment.



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- Drawbridge (provided by Clariti): This is a financial management solution that runs on Salesforce. It provides the accounting and management for DMV transactions. This solution provides all of DMV's financial management capabilities.
- Nintex: This is a cloud-based document template and management solution that allows DMV to configure forms and outputs that will be used by DMV with the Salesforce processes and workflows built by DMV. Examples of templates that will be configured are DMV Titles, registrations, movement permits, and several other such documents provided by DMV to the citizens of Nevada.
- ABBYY: This tool is used within Salesforce and other DMV solutions to collect, scan, and interpret information for those systems. The ABBYY tools replace existing scanning software and enhance DMV capabilities in this technology.
- Tableau: This is a cloud-based reporting software that allows DMV to build reports, data extracts, and dashboards that deliver data to partners, information to stakeholders, and operational data to DMV staff. This is an industry leading reporting solution.
- Amazon Web Services (AWS): This is a cloud-based computing and storage service that DMV will use to implement the DMV data environment and supporting computing power for Tableau and key DMV data and interface services.
- MV Solutions: This is a cloud-based commercial-off-the-shelf used by DMV for Insurance Verification Service. This will replace the custom built and supported NVLive software. It provides a real-time verification such as for vehicle registration transactions.

#### 4. INCORPORATED DOCUMENTS

ATTACHMENT II:	CHANGE ORDER FOR ADDED SLALOM EFFORT
ATTACHMENT JJ:	CHANGE ORDER FOR MV SOLUTIONS IMPLEMENTATION
ATTACHMENT KK:	VENDOR'S REVISED QUOTES #39631153, #37209577, #39473558, #39340030, AND TERMS OF SERVICE
ATTACHMENT GG:	CHANGE ORDER FOR CASE MANAGEMENT
ATTACHMENT HH:	VENDOR'S REVISED QUOTE #34550649 AND TERMS OF SERVICE
ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK

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ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE
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7. **CONSIDERATION**

**As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$37,467,456.50</b>

**As it related to Slalom:**

The parties agree that Slalom will provide the services specified in this Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$50,552,577.72</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

9. **SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE**

**AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:**

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,986,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$6,659,575.09
Software Annual License – Year 3	9/22/2023-9/21/2024	\$8,680,565.04
Software Annual License – Year 4	9/22/2024-9/21/2025	\$9,029,502.65
Software Annual License – Year 5	9/22/2025-9/21/2026	\$9,110,956.29
<b>Total Consideration</b>		<b>\$37,467,456.50</b>

**AS IT RELATES TO SLALOM PROFESSIONAL SERVICES:**

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Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY2022 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,920,398.94 in the following payments upon acceptance of all quarterly deliverables: FY2022-Q2: \$2,140,132.98 FY2022-Q3: \$2,140,132.98 FY2022-Q4: \$2,640,132.98
FY2022 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$11,952,482.97 in the following payments upon acceptance of all quarterly deliverables: FY2023-Q1: \$2,140,132.98 FY2023-Q2: \$3,270,783.33 FY2023-Q3: \$3,270,783.33 FY2023-Q4: \$3,270,783.33
FY2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2024 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$14,386,725.99 in the following payments upon acceptance of all quarterly deliverables: FY2024-Q1: \$3,270,783.33 FY2024-Q2: \$3,382,698.38 FY2024-Q2-Item 3: \$241,961.88 FY2024-Q3: \$3,382,698.38 FY2024-Q3-Item 3: \$483,923.76 FY2024-Q4: \$3,382,698.38 FY2024-Q4-Item 3: \$241,961.88
FY2024 Scope Variance	Annual	Not to exceed \$420,213.69

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Deliverables are defined in the Program Roadmap (DEL-03) for FY2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$13,249,441.63 in the following payments upon acceptance of all quarterly deliverables: FY2025-Q1: \$3,382,698.38 FY2025-Q1-Item 3: \$241,961.88 FY2025-Q2: \$2,362,673.43 FY2025-Q2-Item 2: \$603,624.42 FY2025-Q2-Item 3: \$241,961.88 FY2025-Q3: \$2,362,673.43 FY2025-Q3-Item 2: \$603,624.42 FY2025-Q3-Item 3: \$241,961.88 FY2025-Q4: \$2,362,673.43 FY2025-Q4-Item 2: \$603,626.60 FY2025-Q4-Item 3: \$241,961.88
FY2025 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$2,362,673.43 in the following payment upon acceptance of all quarterly deliverables: FY2026-Q1: \$2,362,673.43
<b>Total Consideration</b>		<b>\$50,552,577.72</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

**C. Amended Contract Language:**

**1. OVERVIEW**

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a situation in critical need of remediation.

DMV has also experienced a demand for more online services and the ability to provide information in advance of a visit to DMV when it is necessary. In light of this demand coupled with the COVID 19 pandemic that the country faces, DMV services should be accomplished online with robust, easily understood tools. Many customers expect DMV to have the capabilities of online stores with fast, simple means to accomplish an activity. DMV's customer-focused solution needs to restructure, replace, and reengineer DMV's technology and processes to deliver a new customer experience.

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DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. Centered around an online strategy wherever possible, this customer-focused model will be the "North Star" for all efforts. It is the intent of the State to implement a highly configurable solution that minimizes customization requiring specific coding and modification. The solution should allow configurations and support the use of middleware and workflow management to accomplish complex tasks. Further, DMV seeks to eliminate the need to purchase unnecessary third-party software and where possible to avoid high-cost customizations related to integration issues. The DTE is replacing a custom-built solution that interfaces with many partner systems and third-party tools and software. These interconnections are critical and will either be replaced by or integrated with the solution.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS)-based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the "North Star" of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new conceptual model involves remapping the current Nevada DMV organizational structure into a function-driven operation with three vertical service tiers supported by two horizontal, organization-spanning service areas as follows:

- Vertical services:
  - Driver's License/Credentialing Services.
  - Vehicle Titling and Registration Services.
  - Compliance Enforcement Services.
- Horizontal services:
  - Finance and Accounting Services.
  - Administrative Services.

The new business model focuses on DMV's key service area functions supported by financial, accounting, and a range of administrative services. All business processes and planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

DMV has reviewed and selected several products to support the DTE Program and DMV's future environments. Most of these products are provided through this agreement and are described below.



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- **Salesforce:** This is a cloud-based environment providing multiple software solutions that allow the DMV to build solutions with low-code tools and operate those solutions in the Salesforce government cloud environment.
- **MuleSoft:** This is a cloud-based environment providing integration solutions that allow the DMV to link other solutions with low-code tools and operate those solutions in the MuleSoft government cloud environment.
- **Drawbridge (provided by Clariti):** This is a financial management solution that runs on Salesforce. It provides the accounting and management for DMV transactions. This solution provides all of DMV's financial management capabilities.
- **Nintex:** This is a cloud-based document template and management solution that allows DMV to configure forms and outputs that will be used by DMV with the Salesforce processes and workflows built by DMV. Examples of templates that will be configured are DMV Titles, registrations, movement permits, and several other such documents provided by DMV to the citizens of Nevada.
- **ABBYY:** This tool is used within Salesforce and other DMV solutions to collect, scan, and interpret information for those systems. The ABBYY tools replace existing scanning software and enhance DMV capabilities in this technology.
- **Tableau:** This is a cloud-based reporting software that allows DMV to build reports, data extracts, and dashboards that deliver data to partners, information to stakeholders, and operational data to DMV staff. This is an industry leading reporting solution.
- **Amazon Web Services (AWS):** This is a cloud-based computing and storage service that DMV will use to implement the DMV data environment and supporting computing power for Tableau and key DMV data and interface services.
- **MV Solutions:** This is a cloud-based commercial-off-the-shelf used by DMV for Insurance Verification Service. This will replace the **custom-built** and supported NVLive software. It **provides real-time verification for vehicle** registration transactions.
- **Copado:** This is a cloud-based software release management tool that supports multi-environment, complex web application deployments. It is essential to DMV operations and maintains consistent code sets across diverse platforms and solutions.

#### 4. INCORPORATED DOCUMENTS

ATTACHMENT LL:	VENDOR'S QUOTES #41559877, #42919081, #42100510, and #42682259
ATTACHMENT MM:	SLALOM CHANGE ORDER 7 – ID#4 2682259
ATTACHMENT II:	CHANGE ORDER FOR ADDED SLALOM EFFORT

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ATTACHMENT JJ:	CHANGE ORDER FOR MV SOLUTIONS IMPLEMENTATION
ATTACHMENT KK:	VENDOR'S REVISED QUOTES #39631153, #37209577, #39473558, #39340030, AND TERMS OF SERVICE
ATTACHMENT GG:	CHANGE ORDER FOR CASE MANAGEMENT
ATTACHMENT HH:	VENDOR'S REVISED QUOTE #34550649 AND TERMS OF SERVICE
ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	IMPLEMENTATION SCOPE OF WORK:
ATTACHMENT EE:	OPERATIONS SCOPE OF WORK
ATTACHMENT FF:	VENDOR'S QUOTE AND TERMS OF SERVICE

## 7. CONSIDERATION

### As it relates to Subscription Software:

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$38,249,329.90</b>

### As it related to Slalom:

The parties agree that Slalom will provide the services specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly by the Contractor and approved by the State
Total Contract Not to Exceed:	<b>\$53,937,008.58</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

## 9. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:

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<b>Solicitation #:</b>	

Payment for Service Provider will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The following will outline the projected annual Subscription service as detailed in Attachment FF. Service Provider will invoice the DMV annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	9/22/2021-9/21/2022	\$3,986,857.43
Software Annual License – Year 2	9/22/2022-9/21/2023	\$6,659,575.09
Software Annual License – Year 3	9/22/2023-9/21/2024	\$8,926,025.15
Software Annual License – Year 4	9/22/2024-9/21/2025	\$9,294,581.11
Software Annual License – Year 5	9/22/2025-9/21/2026	\$9,382,291.12
<b>Total Consideration</b>		<b>\$38,249,329.90</b>

#### AS IT RELATES TO SLALOM PROFESSIONAL SERVICES:

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. The Program Roadmap (DEL-03) will define the deliverables in each quarter. Carahsoft will only invoice the DMV upon acceptance of the deliverables scheduled for that quarter. Quarterly payments will not be issued until the quarterly deliverables are accepted. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

CONSIDERATION		
Deliverable	Acceptance date	Amount
Deliverables are defined in the Program Roadmap (DEL-03) for FY2022 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$6,920,398.94 in the following payments upon acceptance of all quarterly deliverables: FY2022-Q2: \$2,140,132.98 FY2022-Q3: \$2,140,132.98 FY2022-Q4: \$2,640,132.98
FY2022 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2023 and will be paid quarterly based on the deliverables scheduled in each quarter.	Quarterly	Not to exceed \$11,952,482.97 in the following payments upon acceptance of all quarterly deliverables: FY2023-Q1: \$2,140,132.98 FY2023-Q2: \$3,270,783.33 FY2023-Q3: \$3,270,783.33 FY2023-Q4: \$3,270,783.33
FY2023 Scope Variance	Annual	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2024 and will	Quarterly	Not to exceed \$17,771,156.85 in the following payments upon

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be paid quarterly based on the deliverables scheduled in each quarter.		acceptance of all quarterly deliverables: FY2024-Q1: \$3,270,783.33 FY2024-Q2: \$3,382,698.38 FY2024-Q2-Item 3: \$241,961.88 FY2024-Q3: \$3,382,698.38 FY2024-Q3-Item 3: \$483,923.76 <b>FY2024-Q4: \$6,767,129.24</b> FY2024-Q4-Item 3: \$241,961.88
<b>FY2024 Scope Variance</b>	<b>Annual</b>	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2025 and will be paid quarterly based on the deliverables scheduled in each quarter.	<b>Quarterly</b>	Not to exceed \$13,249,441.63 in the following payments upon acceptance of all quarterly deliverables: FY2025-Q1: \$3,382,698.38 FY2025-Q1-Item 3: \$241,961.88 FY2025-Q2: \$2,362,673.43 FY2025-Q2-Item 2: \$603,624.42 FY2025-Q2-Item 3: \$241,961.88 FY2025-Q3: \$2,362,673.43 FY2025-Q3-Item 2: \$603,624.42 FY2025-Q3-Item 3: \$241,961.88 FY2025-Q4: \$2,362,673.43 FY2025-Q4-Item 2: \$603,626.60 FY2025-Q4-Item 3: \$241,961.88
<b>FY2025 Scope Variance</b>	<b>Annual</b>	Not to exceed \$420,213.69
Deliverables are defined in the Program Roadmap (DEL-03) for FY2026 and will be paid quarterly based on the deliverables scheduled in each quarter.	<b>Quarterly</b>	Not to exceed \$2,362,673.43 in the following payment upon acceptance of all quarterly deliverables: FY2026-Q1: \$2,362,673.43
<b>Total Consideration</b>		<b>\$53,937,008.58</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

- INCORPORATED DOCUMENTS.** Exhibit A (original Contract), Exhibit B (Amendment #01), and Exhibit C (Amendment #02) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CETS #:	24759
Solicitation #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Carahsoft Technologies, Inc.

<u>Natalie LeMay</u>	<u>4/4/24</u>	<u>State&amp;Local Contracts Manager</u>
Independent Contractor's Signature	Date	Independent Contractor's Title

Slalom, Inc.

_____	_____	_____
Independent Contractor's Signature	Date	Independent Contractor's Title

_____	_____	_____
State of Nevada Authorized Signature	Date	Title

#### APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

_____	On: _____
Deputy Attorney General for Attorney General	Date



CETS #:	24759
Solicitation #:	

Carahsoft Technologies, Inc.

Independent Contractor's Signature

Date

Independent Contractor's Title

Slalom, Inc.



3 April 2024

General Manager

Independent Contractor's Signature

Date

Independent Contractor's Title



4-8-2024

Director

State of Nevada Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: \_\_\_\_\_

Date

Approved as to form by:

On: \_\_\_\_\_

Date

Deputy Attorney General for Attorney General

CETS #:	24759
Solicitation #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Carahsoft Technologies, Inc.

\_\_\_\_\_  
Independent Contractor's Signature                      Date                      Independent Contractor's Title

Slalom, Inc.

\_\_\_\_\_  
Independent Contractor's Signature                      Date                      Independent Contractor's Title

\_\_\_\_\_  
State of Nevada Authorized Signature                      Date                      Title



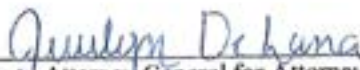
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

MAY 14 2024

On: \_\_\_\_\_  
Date

Approved as to form by:



Deputy Attorney General for Attorney General

On: April 4, 2024  
Date

# ATTACHMENT LL

## Appendix LL – Carahsoft Quotes

This appendix contains the four quotes that revised and add to the software and slalom services provided through Carahsoft. The specific quotes are:

- *Quote 41559877 (Quote #1) – MuleSoft software license addition.*
- *Quote 42919081 (Quote #2) – Addition and revision of ABBYY/UFC software and implementation.*
- *Quote 42100510 (Quote #3) – Copado software license addition.*
- *Quote 42682259 (Quote #4) – Addition to Slalom services for increased data support, development, and operational support.*

Contract Number 99SWC-NV24-17504 is Nevada's update to NASPO Agreement AR2472 which was originally references as 99SWC-NV18-421.

For avoidance of doubt the terms and conditions of the Service Agreement supersede any terms and conditions included by reference in any of the quotes noted above. Specifically, the State clarifies the Service Agreement take precedence and/or rejects the terms referenced in the quotes as noted below.

### **Quote 42100510 (Quote #3), Copado**

Copado Access Agreement (NA & SA) ([https://assets.website-files.com/62d8507d84c54d359ad063bc/656a6497c1fc838c31e14651\\_Copado%20Access%20Agreement%20v.8%20\(NA%20SA\).pdf](https://assets.website-files.com/62d8507d84c54d359ad063bc/656a6497c1fc838c31e14651_Copado%20Access%20Agreement%20v.8%20(NA%20SA).pdf))

#### **Access Agreement:**

- *From Section 2 Payment and Taxes: 2.1, 2.2*
- *From Section 3 Term and Termination: 3*
- *From Section 4 Access and Ownership: 4.6 as modified above*
- *From Section 5 Warranties: 5.1, 5.2*
- *From Section 6 Limitation of Liability: 6*
- *From Section 7 Mutual Indemnification: 7*
- *From Section 8 Confidential Information: 8*
- *From Section 13 Miscellaneous: 13*

## Appendix LL

Carahsoft Quote 1- #41559877



GOVERNMENT PRICE QUOTATION  
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

salesforce

carahsoft

TO: Nevada Department of Motor Vehicles  
Administrative Services  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVINvoices@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE: (775) 684-4849

PHONE: (571) 662-3456

FAX: (703) 871-8505

TERMS: Contract Number: 99SWC-NV24-17504  
NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 41559877  
QUOTE DATE: 11/02/2023  
QUOTE EXPIRES: 05/15/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$28,542.98  
TOTAL QUOTE: \$28,542.98

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY2024 MULESOFT LICENSES					
1	200007451	MuleSoft - Additional vCore Pre-Production - Platinum Edition Courtesy Period 4/22/24-7/21/24 Salesforce.com, Inc. - 200007451 Start Date: 04/22/2024 End Date: 07/21/2024	\$0.00 COOP	4	\$0.00
2	200007548	MuleSoft - Government Cloud Deployment 23% of Net Price Courtesy Period 4/22/24-9/21/24 Salesforce.com, Inc. - 200007548 Start Date: 04/22/2024 End Date: 09/21/2024	\$5,337.31 COOP	1	\$5,337.31
3	200007463	MuleSoft - Additional vCore Production - Platinum Edition Courtesy Period 4/22/24-7/21/24 Salesforce.com, Inc. - 200007463 Start Date: 04/22/2024 End Date: 07/21/2024	\$0.00 COOP	2	\$0.00
4	200007451	MuleSoft - Additional vCore Pre-Production - Platinum Edition 2 Month Add-On Salesforce.com, Inc. - 200007451 Start Date: 07/22/2024 End Date: 09/21/2024	\$2,928.83 COOP	4	\$11,715.32
5	200007495	MuleSoft - Anypoint MQ API Requests (500M) - Platinum Edition 2 Month Add-On Salesforce.com, Inc. - 200007495 Start Date: 07/22/2024 End Date: 09/21/2024	\$4,456.91 COOP	1	\$4,456.91
6	200007463	MuleSoft - Additional vCore Production - Platinum Edition 2 Month Add-On Salesforce.com, Inc. - 200007463 Start Date: 07/22/2024 End Date: 09/21/2024	\$3,516.72 COOP	2	\$7,033.44
FY2024 MULESOFT LICENSES SUBTOTAL:					\$28,542.98

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QUOTE DATE: 11/02/2023  
QUOTE NO: 41559877



GOVERNMENT PRICE QUOTATION  
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:					\$28,542.98
TOTAL PRICE:					\$28,542.98
TOTAL QUOTE:					\$28,542.98

\*Customer must reference Carahsoft Q#41559877 and NV NASPO Contract #995WC-NV24-17504 on PO/Contract, and PO/Contract must be fully funded up front\*

Mulesoft Quote Special Terms

Free Services. Notwithstanding anything to the contrary in this Ordering Document, Customer agrees and acknowledges (a) the Licenses, Subscriptions, and/or Services provided under this Order Form, with an estimated value of \$28,404.38, are being provided for \$0 ("Free Services"); (b) these Free Services are being provided gratuitously by SFDC with no expectation of payment; (c) these Free Services are provided to the customer identified on this form and are not for individual or personal use; and (d) these Free Services are not being provided in order to induce any current or future procurement decisions by Customer, without seeking promises or favoritism in any bidding arrangements, without an expectation of exclusivity in consideration for the Free Services, and with the understanding that SFDC will not, as a result, be prohibited from any procurement opportunities or be subject to any reporting requirements. At the conclusion of the term for the Free Services, the Free Services are non-renewable and the Customer shall be entitled to renew or purchase additional services at the then-current SFDC list or then-agreed upon price.

In the event the Anypoint Platform Base Subscription and associated support currently subscribed under Quote 39631153 and currently utilized by Customer ("Anypoint Subscription") is terminated for any reason, Customer agrees that it will be required to purchase an equivalent Anypoint Platform Base Subscription in order to maintain the continued use of the subscriptions purchased in this Order Form. Should Customer not purchase an equivalent Anypoint Platform Base Subscription and associated support, the subscriptions in this Order Form will terminate with the termination of the Anypoint Subscription without any right for refund.

This order form is subject to the terms of the Order Form Supplement for MuleSoft available at  
[https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/software-order-form-supplements/order-form-supplement-for-mulesoft-so-re.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/software-order-form-supplements/order-form-supplement-for-mulesoft-so-re.pdf)

Any subscription product pricing in this Order Form that differs from that under Pricing Schedule, that is for a product not listed under Pricing Schedule or that does not have a Pricing Schedule on the Order Form is a one-time discount applicable to this Order Form only, notwithstanding anything to the contrary in the MSA. Any future purchases of such subscription products (including add-on subscriptions) shall be at the pricing under Pricing Schedule, or if the product is not listed under Pricing Schedule, at Salesforce's then-current list pricing for such product.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s)

Product Terms

MuleSoft - Government Cloud Deployment

Customer acknowledges and agrees that some features listed under the Anypoint Platform Base Subscription are not currently available to use with Government Cloud Deployment. Current features available with Government Cloud Deployment can be found here <https://docs.mulesoft.com/gov-cloud/gov-cloud-features>. Salesforce reserves the right to change the list of features available with Government Cloud Deployment at its sole discretion. Government Cloud Deployment permits deployment into MuleSoft LLC's FedRAMP configured AWS GovCloud environment. MuleSoft's current FedRAMP status can be found at [www.fedramp.gov](https://www.fedramp.gov). Government Cloud Deployment also permits deployment of Mule Runtimes into a Customer's on-premise environment ("Standalone Mules"). Standalone Mules, and Support for Standalone Mules, are outside the scope of FedRAMP. Customer is solely responsible for ensuring that all data shared with Salesforce complies with any and all data and information protection policies, requirements, and standards. Please review the MuleSoft SSP for FedRAMP scope. To set up access to MuleSoft's FedRAMP authorized environment for Anypoint Platform, please file a support ticket at <https://help.mulesoft.com/s/> and include the necessary information outlined in the following links <https://docs.mulesoft.com/access-management/conf-openid-connect-task> and <https://docs.mulesoft.com/access-management/conf-saml-sso> to configure access via your external Identity Provider (IdP).

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

A. Increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, and that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at

CONFIDENTIAL

QUOTE DATE: 11/02/2023  
QUOTE NO: 41559877



GOVERNMENT PRICE QUOTATION  
SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
[www.carahsoft.com](http://www.carahsoft.com) | [sales@carahsoft.com](mailto:sales@carahsoft.com)

carahsoft.

<https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Agreement (contract vehicle), (2) the applicable Quotes, (3) the TOU, and (4) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>  
Help & Training: <http://carah.io/Help>  
Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here:  
[https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

## Appendix LL

Carahsoft Quote 2- #42919081

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Nevada Department of Motor Vehicles  
Administrative Services  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVINVOICES@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE: (775) 684-4849

PHONE: (571) 662-3456 FAX: (703) 871-8505

TERMS: Contract Number: 99SWC-NV24-17504  
NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 42919081  
QUOTE DATE: 03/04/2024  
QUOTE EXPIRES: 07/01/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$118,277.50  
TOTAL QUOTE: \$118,277.50

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY2024 UFC SERVICES					
1	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Professional Consulting Hours - (Prepaid Block of Time and Materials Hours) Carahsoft Technology Corporation - PS-BSMS Start Date: 09/22/2023 End Date: 09/21/2024	\$215.05 COOP	550	\$118,277.50
FY2024 UFC SERVICES SUBTOTAL:					\$118,277.50
SUBTOTAL:					\$118,277.50
TOTAL PRICE:					\$118,277.50
TOTAL QUOTE:					\$118,277.50

## SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY2025 ABBYY SOFTWARE					
2	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan - 1 charge per point Production Environment: ABBYY Intelligent Document Processing Cloud Service: Includes a total of 5M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first. Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$369,623.66 COOP	1	\$369,623.66
3	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan - 1 charge per point Production Environment: ABBYY Proof-of-Identity ID Reading/Verification (up to 200,000 transactions) Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$492,043.01 COOP	1	\$492,043.01

CONFIDENTIAL

QUOTE DATE: 03/04/2024  
QUOTE NO: 42919081



# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

### SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
4	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Intelligent Document Processing Cloud Service: Includes a total of 1M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first. Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$73,924.73 COOP	1	\$73,924.73
5	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Proof-of-Identity ID Reading/Verification (up to 40,000 transactions) Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$98,408.60 COOP	1	\$98,408.60
FY2025 ABBYY SOFTWARE SUBTOTAL:					\$1,034,000.00
FY2025 UFC SERVICES					
6	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Production Environment: ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre- implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$129,250.00 COOP	1	\$129,250.00
7	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2024 End Date: 09/21/2025	\$25,850.00 COOP	1	\$25,850.00
8	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Service Level & Support – 125 hours @ \$215.05/hr. Carahsoft Technology Corporation - PS-BSMS Start Date: 09/22/2024 End Date: 09/21/2025	\$215.05 COOP	125	\$26,881.25
9	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Professional Consulting Hours – (Prepaid Block of Time and Materials Hours) Carahsoft Technology Corporation - PS-BSMS Start Date: 09/22/2024 End Date: 09/21/2025	\$215.05 COOP	600	\$129,030.00
FY2025 UFC SERVICES SUBTOTAL:					\$311,011.25

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

### SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FY2026 ABBYY SOFTWARE					
10	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Production Environment: ABBYY Intelligent Document Processing Cloud Service: Includes a total of 5M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first. Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$369,623.66	COOP 1	\$369,623.66
11	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Production Environment: ABBYY Proof-of-Identity ID Reading/Verification (up to 200,000 transactions) Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$492,043.01	COOP 1	\$492,043.01
12	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Intelligent Document Processing Cloud Service: Includes a total of 1M pages. License is valid for 365 days from date of activation or until the page volume is used, whichever occurs first. Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$73,924.73	COOP 1	\$73,924.73
13	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Proof-of-Identity ID Reading/Verification (up to 40,000 transactions) Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$98,408.60	COOP 1	\$98,408.60
FY2026 ABBYY SOFTWARE SUBTOTAL:					\$1,034,000.00
FY2026 UFC SERVICES					
14	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point Production Environment: ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre- implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$129,250.00	COOP 1	\$129,250.00
15	CSPP-PREPAY-POINT-F	U.S. Public Sector CSPP Prepay Plan – 1 charge per point UAT Environment: ABBYY Enterprise Level Support – 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-implementation workshop, periodic System Health Check Carahsoft Technology Corporation - CSPP-PREPAY- POINT-F Start Date: 09/22/2025 End Date: 09/21/2026	\$25,850.00	COOP 1	\$25,850.00

CONFIDENTIAL

QUOTE DATE: 03/04/2024  
QUOTE NO: 47010091



**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

**carahsoft.**

**SUGGESTED OPTIONS**

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
16	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Service Level & Support - 125 hours @ \$200/hr. Carahsoft Technology Corporation - PS-BSMS Start Date: 09/22/2025 End Date: 09/21/2026	\$215.05 COOP	125	\$26,881.25
17	PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour Professional Consulting Hours - (Prepaid Block of Time and Materials Hours) Carahsoft Technology Corporation - PS-BSMS Start Date: 09/22/2025 End Date: 09/21/2026	\$215.05 COOP	600	\$129,030.00
FY2026 UFC SERVICES SUBTOTAL:					\$311,011.25
SUGGESTED SUBTOTAL:					\$2,690,022.50

\*Customer must reference Carahsoft Q#42919081 and Contract #995WC-NV24-17504 on PO/Contract, and PO/Contract must be fully funded up front\*

The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding this Agreement and Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Agreement (contract vehicle), (2) the applicable Quotes, (3) the TOU, and (4) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

This Proposal "Proposal" documents the pricing and other purchasing information for the costs to add 550 professional consulting project block hours to End User's prepaid block of hours. This Proposal's terms and conditions are governed by the terms of the Agreement.

**UFC PROFESSIONAL SERVICES DESCRIPTION:**

Along with continuing development as needed for End User for use of ABBYY products, UFC will consult on best-practices with headquarters, field-office, & Box/ABBYY integration - potentially leveraging ABBYY's Scanning solutions included with the current subscription. Additionally, UFC will develop integration with specific Box files, identified by Salesforce when ABBYY batches are created. This may include, but not limited to:

- Updating file meta-data with OCR results
- Searchable items like VIN, Owner Details, etc.
- Potentially providing OCR "output" files from ABBYY back to Box, after extraction is complete

The professional consulting service hours are billed upon order execution.

No travel expenses are expected for this project. If travel expenses are incurred by UFC in performing under this Agreement, a change order will be issued to allocate funds to cover such travel expenses.

All purchases of blocks of time for the provision of Services are final.

**ABBYY SOFTWARE:**

**ASSUMPTIONS/CUSTOMER REQUIREMENTS:**

- The ABBYY Cloud Service Level Agreement documents the commitment levels of the Cloud Service afforded to End User through ongoing payment for the service. The Cloud Service Level Agreement executed between End User and ABBYY will govern the Cloud Service quoted in this proposal.

Software maintenance is composed of two different components. The first component is ABBYY Software Maintenance "SMUA" and the second component is Service Level and Support.

For Enterprise Level Support - ABBYY Enterprise Level Support - 24/7 ABBYY corporate support, Dedicated Customer Success Manager, Expert Connect Sessions, Pre-Implementation workshop, periodic System Health Check

## Appendix LL

Carahsoft Quote 3- #42100510

The Service Agreement takes precedence and/or rejects the following terms:

### Access Agreement:

Form Section 2 – Payment and Taxes: 2.1, 2.2

Form Section 3 – Terms and Termination: 3

Form Section 4 – Access and Ownership: 4.6 (as modified in Attachment LL)

Form Section 5 – Warranties: 5.1, 5.2

Form Section 6 – Limitation of Liability: 6

Form Section 7 – Mutual Indemnification: 7

Form Section 8 – Confidential Information: 8

Form Section 13 – Miscellaneous: 13

Copado Terms Reserved

### Access Agreement:

Section 14. Professional Services Addendum

# Salesforce AppExchange Price Quotation

Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

carahsoft.



TO: Zachary Cord  
Management Analyst  
NV DMV  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Nikolas Tran  
Salesforce ISV Team  
at Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, VA 20190

EMAIL: zcord@dmv.nv.gov

EMAIL: Nikolas.Tran@carahsoft.com

PHONE: (775) 684-4778

PHONE: (571) 662-3378

TERMS: Contract Number: 99SWC-NV24-17504  
NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 42100510  
QUOTE DATE: 03/08/2024  
QUOTE EXPIRES: 04/12/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$375,953.51  
TOTAL QUOTE: \$375,953.51

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Copado 1 Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2024 End Date: 04/14/2025	\$0.5376 COOP	64,800	\$34,836.48
2	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Copado Admin Monthly Quantity 3 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2024 End Date: 04/14/2025	\$0.5376 COOP	25,272	\$13,586.23
3	AR2472-PTH-User	Copado User Monthly Quantity 12 COPADO, INC. - PTH-User Start Date: 04/15/2024 End Date: 04/14/2025	\$195.0968 COOP	200	\$39,019.36
4	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Parallel Robot Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2024 End Date: 04/14/2025	\$0.5376 COOP	30,240	\$16,257.02
5	PSup-CUS-AR2472	Copado Success (Custom) Quantity 1 COPADO, INC. - PSup-CUS Start Date: 04/15/2024 End Date: 04/14/2025	\$311.1097 COOP	50	\$15,555.49
YEAR 1 SUBTOTAL:					\$119,254.58

CONFIDENTIAL

QUOTE DATE: 03/08/2024  
QUOTE NO: 42100510



## Salesforce AppExchange Price Quotation

Carahsoft Technology Corp

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

carahsoft.



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2					
6	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Copado 1 Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2025 End Date: 04/14/2026	\$0.5376 COOP	68,040	\$36,578.30
7	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Copado Admin Monthly Quantity 3 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2025 End Date: 04/14/2026	\$0.2151 COOP	66,339	\$14,269.52
8	AR2472-PTH-User	Copado User Monthly Quantity 12 COPADO, INC. - PTH-User Start Date: 04/15/2025 End Date: 04/14/2026	\$204.8516 COOP	200	\$40,970.32
9	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Parallel Robot Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2025 End Date: 04/14/2026	\$0.5376 COOP	31,752	\$17,069.88
10	PSup-CUS-AR2472	Copado Success (Custom) Quantity 1 COPADO, INC. - PSUP-CUS Start Date: 04/15/2025 End Date: 04/14/2026	\$326.6652 COOP	50	\$16,333.26
YEAR 2 SUBTOTAL:					\$125,221.28
YEAR 3					
11	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Copado 1 Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2026 End Date: 04/14/2027	\$0.5376 COOP	71,442	\$38,407.22
12	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Copado Admin Monthly Quantity 3 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2026 End Date: 04/14/2027	\$0.5376 COOP	27,862	\$14,978.61
13	AR2472-PTH-User	Copado User Monthly Quantity 12 COPADO, INC. - PTH-User Start Date: 04/15/2026 End Date: 04/14/2027	\$215.0942 COOP	200	\$43,018.84

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QUOTE DATE: 03/08/2024

QUOTE NO. 43100510

# Salesforce AppExchange Price Quotation



Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
14	205-SF-APP-1-491	Salesforce AppExchange Credits - One (1) Credit equal to one dollar (\$1.00) that may be redeemed towards the purchase of an AppExchange partner solution Additional Parallel Robot Monthly Quantity 1 Salesforce.com, Inc. - 205-SF-APP-1 Start Date: 04/15/2026 End Date: 04/14/2027	\$0.5376 COOP	33,339	\$17,923.05
15	PSup-CUS-AR2472	Copado Success (Custom) Quantity 1 COPADO, INC. - PSup-CUS Start Date: 04/15/2026 End Date: 04/14/2027	\$342.9985 COOP	50	\$17,149.93
YEAR 3 SUBTOTAL:					\$131,477.65
SUBTOTAL:					\$375,953.51
TOTAL PRICE:					\$375,953.51
TOTAL QUOTE:					\$375,953.51

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QUOTE DATE: 03/08/2024  
QUOTE NO: 47100510

# Salesforce AppExchange Price Quotation

Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468



\*\*\*\* Please refer to Carahsoft quote #42100510 and NASPO Contract #995WC-NV24-1750 on PO\*\*\*\*

## Terms & Conditions

The term of each subscription shall be as specified in the applicable Order Form. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Copado provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Copado's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing. This Quote/Order Form is governed by the terms of Copado End User License Agreement found at <https://copado.com/company-legal-agreements/>, unless Customer has a written agreement executed by Copado and Customer. If Professional Services is listed as a line item in this Order Form, then the Professional Services Addendum shall apply and is incorporated into the EULA.

The term of each subscription shall be as specified in the applicable Order Form. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Copado provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Copado's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing. This Quote/Order Form is governed by the terms of Copado End User License Agreement found at <https://copado.com/company-legal-agreements/>, unless Customer has a written agreement executed by Copado and Customer.

link to the Copado EULA:

[https://assets.website-files.com/62d8507d84c54d359ad063bc/656a64b4b3a70af1fb5097d1\\_Copado%20EULA%20for%20Indirect%20Sales%20\(v.7\)\(11.2023\)\(Global\).pdf](https://assets.website-files.com/62d8507d84c54d359ad063bc/656a64b4b3a70af1fb5097d1_Copado%20EULA%20for%20Indirect%20Sales%20(v.7)(11.2023)(Global).pdf)

In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Agreement (contract vehicle), (2) the applicable Quotes, (3) the EULA, and (4) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Access Agreement Section 4.6 Security. Copado will maintain all applicable Nevada and Federal security requirements and industry standard administrative, physical and logical safeguards for protection of the security, confidentiality and integrity of Customer Materials processed in the Services, as described in the Documentation. The safeguards will include measures designed to prevent unauthorized access, use, modification or disclosure of such Customer Materials.

Copado Terms Already Covered in Service Agreement:

Access Agreement:

From Section 2 Payment and Taxes: 2.1, 2.2  
From Section 3 Term and Termination: 3  
From Section 4 Access and Ownership: 4.6 as modified above  
From Section 5 Warranties: 5.1, 5.2  
From Section 6 Limitation of Liability: 6  
From Section 7 Mutual Indemnification: 7  
From Section 8 Confidential Information: 8  
From Section 13 Miscellaneous: 13

Copado Terms Reserved

Access Agreement:

Section 14. Professional Services Addendum

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QUOTE DATE: 03/08/2024  
QUOTE NO: 42100510

## Appendix LL

Carahsoft Quote 4- #42682259



# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Nevada Department of Motor Vehicles  
Administrative Services  
Nevada Department of Motor Vehicles  
555 Wright Way  
Carson City, NV 89711 USA

FROM: Jonathan Rodger  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: DMVINVOICES@dmv.nv.gov

EMAIL: Jonathan.Rodger@carahsoft.com

PHONE: (775) 684-4849

PHONE: (571) 662-3456

FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 42682259  
QUOTE DATE: 01/23/2024  
QUOTE EXPIRES: 03/31/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$3,384,430.86  
TOTAL QUOTE: \$3,384,430.86

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
CHANGE ORDER #7 INCREASE					
1	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q4 APR-JUN 2024 Core Carahsoft Technology Corporation - PS-SE	\$958,526.60	COOP 1	\$958,526.60
2	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q4 APR-JUN 2024 FMS Carahsoft Technology Corporation - PS-SE	\$1,054,468.09	COOP 1	\$1,054,468.09
3	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q4 APR-JUN 2024 E&O Support Carahsoft Technology Corporation - PS-SE	\$1,093,393.62	COOP 1	\$1,093,393.62
4	PS-SE	Professional Services - Software Engineer - Per Hour Slalom Year 3 - FY 2024 Q4 APR-JUN 2024 Data Carahsoft Technology Corporation - PS-SE	\$278,042.55	COOP 1	\$278,042.55
SUBTOTAL:					\$3,384,430.86
TOTAL PRICE:					\$3,384,430.86
TOTAL QUOTE:					\$3,384,430.86

\*Customer must reference Carahsoft Q#42682259 and Contract #995WC-NV24-17504 on PO/Contract, and PO/Contract must be fully funded up front\*

\*Please see Service Agreement / Carahsoft Change Order 7 ID #42682259 for each impacted quarterly pricing breakdown for Slalom Services\*

CONFIDENTIAL

QUOTE DATE: 01/23/2024  
QUOTE NO: 42682259



**ATTACHMENT MM**

**CARASOFT TECHNOLOGY CORP.'S**

**Change Order 7 ID# 42682259**

**for**

**State of Nevada DMV**

**2/26/24**

**Carahsoft Q# 42682259**

**SOLUTION PROVIDED BY**

**slalom**

**CARASOFT TECHNOLOGY CORP.**

**11493 SUNSET HILLS ROAD, SUITE 100**

**RESTON, VA 20190**



## CHANGE ORDER ("CO 7")

Services Agreement Title	NV DMV Contract #24759 <b>SubK</b>	Services Agreement Effective Date	<b>September 22, 2021</b>
Statement of Work Project Name	<b>NV DMV DTE</b>	Statement of Work Effective Date	<b>September 22, 2021</b>
Contractor	<b>Carahsoft Technology Corp.</b>	CO Effective Date	<b>April 1, 2024</b>
Client	<b>NV DMV</b>	CO Effective Date	<b>April 1, 2024</b>

This CO dated as of the CO Effective Date set forth above modifies, amends, changes and/or supplements Statement of Work identified above, [which has been previously modified by CO Nos. 1, 2, 3, 4, 5, and 6 (collectively, the "SOW"). The SOW was entered into by and made pursuant to the Governing Agreement set forth above ("Agreement") between Client and Carahsoft. All capitalized terms not defined in this SOW have their respective meanings set forth in the Agreement.

**Describe Change to Scope of Services:** The Original SOW identified the process for the discovery of the program that would become DTE. The budget initially allocated for the SOW was based on assumptions of the effort with the understanding that through the iterative discovery process the deliverables would be fully defined and agreed upon between Slalom and Nevada DMV. This change request is not a change in the scope but of the effort to accomplish such scope. In particular, this change request adds Enhance & Operate (E&O) resources to support ongoing operations for the DTE program, in addition to adding resources to the Core, Financial Management System (FMS), and Data pods.

**Describe Schedule Impact:** It does not impact the schedule.

**Describe Price Impact:**

		Slalom - Carahsoft Change Order #6	Slalom - Carahsoft Change Order #7	Increase
FY2022 Q2	OCT-DEC 2021	\$2,140,132.98	\$2,140,132.98	\$0.00
FY2022 Q3	JAN-MAR 2022	\$2,140,132.98	\$2,140,132.98	\$0.00
FY2022 Q4	APR-JUN 2022	\$2,640,132.98	\$2,640,132.98	\$0.00
Annual	Scope Variance	\$420,213.69	\$420,213.69	\$0.00
FY2023 Q1	JUL-SEP 2022	\$2,140,132.98	\$2,140,132.98	\$0.00
FY2023 Q2	OCT-DEC 2022	\$3,270,783.33	\$3,270,783.33	\$0.00
FY2023 Q3	JAN-MAR 2023	\$3,270,783.33	\$3,270,783.33	\$0.00
FY2023 Q4	APR-JUN 2023	\$3,270,783.33	\$3,270,783.33	\$0.00

Annual	Scope Variance	\$420,213.69	\$420,213.69	\$0.00
FY2024 Q1	JUL-SEP 2023 Line Item #1	\$3,270,783.33	\$3,270,783.33	\$0.00
FY2024 Q1	JUL-SEP 2023 Line Item #2	0	0	\$0.00
FY2024 Q1	JUL-SEP 2023 Line Item #3	0	0	\$0.00
FY2024 Q2	OCT-DEC 2023 Line Item #1	\$3,382,698.38	\$3,382,698.38	\$0.00
FY2024 Q2	OCT-DEC 2023 Line Item #2	0	0	\$0.00
FY2024 Q2	OCT-DEC 2023 Line Item #3	\$241,961.88	\$241,961.88	\$0.00
FY2024 Q2	OCT-DEC 2023 Line Item #4	\$101,000.00	\$101,000.00	\$0.00
FY2024 Q3	JAN-MAR 2024 Line Item #1	\$3,382,698.38	\$3,382,698.38	\$0.00
FY2024 Q3	JAN-MAR 2024 Line Item #2	0	0	\$0.00
FY2024 Q3	JAN-MAR 2024 Line Item #2	\$483,923.76	\$483,923.76	\$0.00
FY2024 Q3	JAN-MAR 2024 Line Item #3	\$157,936.17	\$157,936.17	\$0.00
FY2024 Q4	APR-JUN 2024 Line Item #1	\$3,382,698.38	\$4,341,224.98	\$958,526.60
FY2024 Q4	APR-JUN 2024 Line Item #2	\$ -	\$1,054,468.09	\$1,054,468.09
FY2024 Q4	APR-JUN 2024 Line Item #3	\$241,961.88	\$241,961.88	\$ -
FY2024 Q4	APR-JUN 2024 Line Item #4	\$158,000.00	\$158,000.00	\$ -
FY2024 Q4	APR-JUN 2024 Line Item #5		\$1,093,393.62	\$1,093,393.62
FY2024 Q4	APR-JUN 2024 Line Item #6		\$278,042.55	\$278,042.55
Annual	Scope Variance	\$3,277.52	\$3,277.52	\$ -
FY2025 Q1	JUL-SEP 2024 Line Item #1	\$3,382,698.38	\$3,382,698.38	\$ -
FY2025 Q1	JUL-SEP 2024 Line Item #2	\$ -	\$ -	\$ -
FY2025 Q1	JUL-SEP 2024 Line Item #3	\$241,961.88	\$241,961.88	\$ -
FY2025 Q2	OCT-DEC 2024 Line Item #1	\$2,462,233.21	\$2,462,233.21	\$ -
FY2025 Q2	OCT-DEC 2024 Line Item #2	\$603,624.42	\$603,624.42	\$ -
FY2025 Q2	OCT-DEC 2024 Line Item #3	\$241,961.88	\$241,961.88	\$ -
FY2025 Q3	JAN-MAR 2025 Line Item #1	\$2,462,233.21	\$2,462,233.21	\$ -
FY2025 Q3	JAN-MAR 2025 Line Item #2	\$603,624.42	\$603,624.42	\$ -
FY2025 Q3	JAN-MAR 2025 Line Item #3	\$241,961.88	\$241,961.88	\$ -

FY2025 Q4	APR-JUN 2025 Line Item #1	\$2,462,233.21	\$2,462,233.21	\$ -
FY2025 Q4	APR-JUN 2025 Line Item #2	\$603,624.42	\$603,624.42	\$ -
FY2025 Q4	APR-JUN 2025 Line Item #2	\$241,961.88	\$241,961.88	\$ -
Annual	Scope Variance	\$420,213.69	\$420,213.69	\$ -
FY2026 Q1	JUL-SEP 2025 Line Item #1	\$2,362,673.43	\$2,362,673.43	\$ -
		\$50,552,577.72	\$53,937,008.58	\$3,384,430.86

The SOW is and remains in full force and effect, except as otherwise modified, amended, or supplemented by this CO.

**Client**

**Carahsoft Technology Corp.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



BOX

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **28086**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4716-16**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **CARASOFT TECHNOLOGY**Contractor Name: **CARASOFT TECHNOLOGY**Address: **CORPORATION  
11493 SUNSET HILLS RD STE 100**City/State/Zip: **RESTON, VA 20190-5230**Contact/Phone: **703/871-8500**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**To what State Fiscal Year(s) will the contract be charged? **2024-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

**X** Highway Funds 100.00 % Other funding 0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **09/2023**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/08/2026**Contract term: **3 years and 8 days**4. Type of contract: **Contract**Contract description: **Content Management**

5. Purpose of contract:

**This is a new contract with Carahsoft Technology under NASPO agreement AR2472, and its fulfillment partner Box Inc which will implement a content management solution for DMV in support of OTE. It will also migrate content from the DMV environments to the solution and advise on content management practices for the migrated information.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,972,682.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**DMV is seeking to move core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State employees available to perform this service.**Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

APPROVED BY THE  
BOARD OF EXAMINERS  
AT THEIR MEETING  
SEP 12 2023  
#62  
Initials

RECEIVED

Master Service agreement

under Statewide contract #99SWC-NV23-13299 which provides cloud services

spell out

NetDocuments  
OpenText  
Box  
OnBase

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-421.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components?

~~No~~ **Yes**

b. Is the contract part of an IT investment project over \$50,000?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Pending	
Division Approval	Pending	
Department Approval	Pending	
Contract Manager Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	



## AUTHORIZED FULFILLMENT PARTNERS

Vendor Name:	Carahsoft Technology ("Contractor")
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

### AND

Vendor Name:	Box, Inc. ("Box")
Address:	900 Jefferson Ave
City, State, Zip Code:	Redwood City, CA 94063
Contact:	Brett Conrad
Phone:	508-240-4399
Email:	bconrad@box.com

### Between the State of Nevada Acting by and Through its

Agency Name:	Department of Motor Vehicles ("Agency")
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada 87911
Contact:	Molly Lennon
Phone:	775-684-4960
Email:	mjlennon@dmv.nv.gov

This Service Agreement (Agreement) is between the Contractor, Box, and the State of Nevada Agency (Agency). This Agreement constitutes the complete agreement between Box and Contractor (collectively, the Providers) and Agency, and includes the Attachments incorporated below in *Section 3 Incorporated Documents*. Agency agrees to the following services for the term and fees set forth below. For the avoidance of doubt, nothing herein shall supersede or amend the terms agreed between Contractor and Box which govern their relationship.

## 1. OVERVIEW

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a

situation in critical need of remediation.

DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. The DMV Transformation Effort (DTE) is replacing the custom-built solution that interfaces with many partner systems and third-party tools and software.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS) - based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the "North Star" of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new business model focuses on DMV's key service area functions supported by financial, accounting, and a range of administrative services. All business processes and planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

This contract will implement a content management solution for DMV in support of the DTE. Further the contractor will migrate content from the DMV environments to the solution and advise on content management practices for the migrated information.

## 2. **DEFINITIONS**

"Days" means business days, Monday through Friday, excluding state holidays.

## 3. **SERVICE AGREEMENT TERM**

This Agreement shall be effective as noted below, unless sooner terminated by either Agency or Contractor as specified in *Participating Addendum, Section 6, Contract Termination*, or as otherwise set forth herein. Agreements requiring approval of the Nevada Board of Examiners, or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be later of the approval date, or the date noted below.

Effective from:	Upon BOE Approval (the "Effective Date")	To:	September 8, 2026
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#### 4. **INCORPORATED DOCUMENTS**

The parties agree that this Agreement, inclusive of the following incorporated attached documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	BOX SCOPE OF WORK
ATTACHMENT DD:	INSURANCE SCHEDULE
ATTACHMENT EE:	BOX SERVICE AGREEMENT AND BOX KEYSAFE KMS ADDENDUM
ATTACHMENT FF:	VERSAFIRE END USER LICENSE AGREEMENT (EULA)
ATTACHMENT GG:	CONTRACTOR'S QUOTE AND TERMS OF SERVICE
ATTACHMENT HH:	DMV REQUIREMENTS

Attachments AA and BB are included at the end of the contract due to the large size of these documents. Attachment CC identifies the specific scopes of work (SOW) for the parties covering the project requirements, scope of the solution, and the work efforts related to implementing and operating the solution. Attachment EE details the service agreement for Box. For the avoidance of doubt, Box's obligations to provide products and services are solely as stated in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement). Box does not undertake any responsibility or liability for the performance of Carahsoft or Carahsoft's subcontractor, Versafire, hereunder. Furthermore, for avoidance of doubt, Attachments AA and BB are solely between Agency and Contractor unless expressly provided otherwise herein. Box is not a party to these attachments and they do not apply to Box's performance of its obligations under this Agreement except as expressly provided herein.

#### 5. **ASSENT**

The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

#### 6. **COMPLIANCE WITH LEGAL OBLIGATIONS**

Box shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Box to provide the goods or services required by this Contract. Box shall provide proof of its compliance upon request of the Contracting Agency. Box will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of

Box in accordance with NRS 361.157 and NRS 361.159. Box agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

**7. GOVERNING LAW: JURISDICTION.**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

**8. LIMITATION OF LIABILITY, INDEMNIFICATION, AND DEFENSE**

**a. Indemnity by Contractor:**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor or its Subcontractors under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees, and agents, or Subcontractors. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence, willful misconduct or misuse of the Services or Content in breach of the Terms of Use, this agreement, or Quote terms. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

**b. Indemnity by Box:**

To the fullest extent permitted by law and this Agreement, and notwithstanding the State's obligation to limit damages and legal actions pursuant to NRS Ch 41 and as otherwise prescribed law, Box shall indemnify and defend, not excluding the State's right to participate, the State from and against all third party claims and reimburse the State for any liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, finally awarded or agreed in settlement which are arising out of any breach of the obligations of Box under this contract, or any alleged negligent or willful misconduct of Box, its officers, employees, and agents, or Subcontractors. In the event of a third-party claim that the Box Service infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret, Box will (at Box's option and expense): (i) obtain for Agency the right to continue using the Box Service; (ii) modify the Box Service to make it non-infringing; or (iii) if subsections (i) and (ii) are not commercially viable (as determined by Box in its sole and reasonable discretion while taking into account any impacts on Agency), terminate this Agreement, in which case Agency will be entitled to a pro-rated refund of any fees pre-paid by Agency for the corresponding unused period of the applicable Subscription Period.

**c. Indemnification Process:**

As a condition of receiving an indemnification under this Agreement, the party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned); and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

**d. Limitation of Liability of Contractor and Agency:**

As per the terms set forth in the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472.

**e. Limitation of Liability of Box:**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL BOX'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE INSURANCE AMOUNTS FOR WHICH THE STATE OF NEVADA IS NAMED AS ADDITIONAL INSURED, IF APPLICABLE OR (B) THE TOTAL FEES PAID BY AGENCY TO BOX (OR TO A BOX DISTRIBUTOR OR BOX RESELLER, IF APPLICABLE) FOR THE BOX SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE FIRST EVENT WHICH GIVES RISE TO LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL BOX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) BASED IN CONTRACT, WARRANTY, OR ANY OTHER NON-TORT THEORY OF LIABILITY, EVEN IF BOX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

For the avoidance of doubt, the parties are not held jointly and severally liable for each others' respective performance hereunder. In the event of a breach of this Agreement, the injured party will only seek damages against the breaching party hereunder.

## 9. INSURANCE SCHEDULE

The Master Agreement Insurance Clause (Section 16) and Participating Addendum Insurance Clause (Section 5.17) apply to Contractor. Attachment DD, Section A.4 Cyber security insurance requirements apply to Contractor and Box. For avoidance of doubt the limits are:

A. Commercial General Liability – Occurrence Form	
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
B. Automobile Liability	
Combined Single Limit (CSL)	\$1,000,000
C. Worker's Compensation and Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000
D. Technology E&O/Professional Liability	
Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

The Level of Risk for possible data breach for this contract shall be as noted below:

Place a check mark next to the appropriate Level of Risk	
Low Risk Data	
Moderate Risk Data	
High Risk Data	X

Attachment DD, Section A.5 Cyber security insurance requirements apply to Contractor and Box. For clarity the limits are:

E. Network Security (Cyber) and Privacy Liability	
Per Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

## 10. CONSIDERATION

### **As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this

Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,194,904.00</b>

**As it related to Services:**

The parties agree that Box will provide the services specified in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement) at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly for completed deliverables by the Contractor that are approved by the State as detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,777,778.00</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

## 11. **PROJECT SCOPE**

Contractor will deliver the DTE solution. Contractor will provide Box services and platforms that are required to support the Agency Transition Effort (DTE). This three-year effort will transition the Agency to a modern web-based environment that utilizes online services wherever possible to deliver Agency services to the citizens of Nevada.

### a. **PROJECT DESCRIPTION**

Box, at Contractor's direction, shall provide the services as outlined in Attachment CC, Box Scope of Work. These services will provide Agency with the application support, training, and operational capabilities necessary to implement the DTE in conjunction with organization changes made by Agency.

## 12. **SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE**

### **AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:**

Payment to Contractor will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. Contractor will invoice Agency annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement. Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and



costs and does not collect payment from Agency.

CONSIDERATION		
Recurring Subscription Licenses	Period of Performance	Annual Total
Software Annual Licenses – Year 1	8/15/2023-8/14/2024	\$300,426.00
Software Annual Licenses – Year 2	8/15/2024-8/14/2025	\$447,239.00
Software Annual Licenses – Year 3	8/15/2025-8/14/2026	\$447,239.00
<b>Total Consideration</b>		<b>\$1,194,904.00</b>

**AS IT RELATES TO BOX CONSULTING SERVICES:**

Payment for services and deliverables will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. The Project Plan deliverable (DEL-12) will define the deliverable due dates. Contractor will only invoice the Agency consistent with the schedule identified in the Box Statement of Work. Successful delivery of the work will be mutually agreed upon per the following Deliverable acceptance process:

- Agency shall have ten (10) business days (the "Evaluation Period") to evaluate whether each of the milestones meet the scope as stated in the Statement of Work.
- Agency shall notify Box in writing (writing may constitute email between Box and Agency project contact herein) of its acceptance or rejection of each Deliverable within the Evaluation Period set forth above.
- Box shall send a reminder notification to the Agency about the Deliverable if no response has been received from the Agency within five (5) business days from the start of the Evaluation Period. For the avoidance of doubt, this reminder notification does not reset or alter the Evaluation Period.
- Agency shall not unreasonably withhold or delay acceptance. If acceptance or rejection is not provided within ten (10) business days of delivery, Box may move the matter of Agency's delayed acceptance to the dispute resolution process identified in Section 15.10 (Applicable Law: Dispute Resolution) of the Box Service Agreement in Attachment EE.
- If rejected, Agency shall provide an itemized list of the reasons for the rejection. Box will then address such reasons for rejection, and once complete will provide a written request for acceptance, for which the Agency will then have the five (5) business day Evaluation Period to evaluate if such remediation is sufficient for acceptance. This rejection process may repeat until DMV accepts the deliverable.

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-01 Solution Design	Workstream #1 - Solution Design	\$355,555.60

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-02 Configuration Guide	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-03 Security and Retention Configured	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-04 Migration Plan	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-05 Migration Reports	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-06 ECM Migration Plan	Workstream #4 - ECM Migration	\$213,333.36
DEL-07 ECM Migration Reports (50% Completion)	Workstream #4 - ECM Migration	\$177,777.80
DEL-08 ECM Migration Reports (100% completion)	Workstream #4 - ECM Migration	\$142,222.24
DEL-09 Training Materials	Workstream #5 - Change & Training	\$71,111.12
DEL-10 Training Complete	Workstream #5 - Change & Training	\$71,111.12
DEL-11 Quarterly Integration Status Report	Workstream #6 - Salesforce	\$71,111.12 (Runs through Year 1 and Year 2. Paid annually in two \$35,555.56 payments at the end of the year.)
DEL-12 Project Plan	Workstream #7 - Project Management	\$142,222.24
DEL-13 Project Management Plan	Workstream #7 - Project Management	\$71,111.12
DEL-14 Quarterly Status Report	Workstream #7 - Project Management	\$177,777.80 (Runs in Year 1 only. Paid annually in four \$44,444.45 payments upon acceptance of the report.)
<b>Total Consideration</b>		<b>\$1,777,778.00</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

### 13. CONFIDENTIALITY

#### a. **Generally:**

To the extent permitted by law, each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract. To the extent the party observes,

receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the party shall keep this information confidential and shall not disclose, unless required by law, any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is the information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability. For avoidance of doubt, the confidentiality obligations in this Agreement do not govern the exchange of confidential information between Contractor and Box which are subject to a separate agreement. The State will maintain confidentiality to the extent permitted pursuant to Nevada State Law; however, any such required disclosures of Contractor's or Box's Confidential Information remain subject to the process and procedures enumerated in subsection (h) ("Permitted Disclosure") below.

**b. As it relates to the services and products:**

Definition of Confidential Information. "Confidential Information" means all information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or the like and that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes the Services and Content, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. The following information will be considered Confidential Information whether or not marked or identified as such: (a) Content; (b) the terms of this Agreement including all attachments and pricing thereto (provided that Box and Carahsoft consent to the publication of this agreement by the State of Nevada consistent with its standard practice for agreements of a similar nature and for potential disclosure under the Nevada Public Records Act (NPR)); (c) personal data of Users; and (d) the Disclosing Party's strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing party, or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The State will maintain confidentiality to the extent permitted pursuant to Nevada State Law; however, any such required disclosures of Contractor's or Box's Confidential Information remain subject to the process and procedures enumerated in subsection (h) ("Permitted Disclosure") below.

**c. Agency Confidential Information.**

The parties acknowledge and agree that, as between Agency, Contractor, and Box, Agency owns all right title and interest in and to the "Agency Data" (Agency Data means Content as defined in the Box Service Agreement), and that all Agency Data and other information regarding Agency's use of the Services is the confidential information of Agency. Contractor and Box shall treat all such Agency Data as Confidential Information pursuant to this "Confidentiality" section.

**d. Protection of Confidential Information.**

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

**e. Compelled Disclosure.**

The Receiving Party will not disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information without the prior written consent of the Disclosing Party: (a) to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure; (b) in confidence to its legal counsel; (c) in connection with the enforcement of rights or performance of obligations under this Agreement; or (d) to respond to an emergency which the Receiving Party believes in the good faith requires Receiving Party to disclose information to assist in preventing the death or serious bodily injury of any person. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Content: (x) in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and (y) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

**14. DATA OWNERSHIP**

Agency retains exclusive ownership over all Content; Contractor and Box acquire no rights or licenses through the Agreement, including intellectual property rights or licenses to use the Agency's Content for its own purposes; and Contractor and Box do not acquire and may not claim any interest in the Content. Should Agency end the relationship with the cloud services, Box will sanitize all previously hosted data in accordance with Box's then current deletion policies.

**15. TERM AND TERMINATION**

In the event of a termination of this Agreement pursuant to Section 3 above, the following terms shall apply:

**a. Termination Without Cause.**

Agency has the option to terminate this Agreement for convenience upon each anniversary of the Effective Date by providing at least 30 days written notice to Contractor and Box prior to



the applicable anniversary date. If Agency terminates this Agreement for convenience, no refunds or credits to Agency will be made and to the extent fees hereunder have not been prepaid for the entire subscription term, Agency shall, within 10 business days of such notice of termination, pay an amount equal to 50% of the remaining license fees contracted for but not yet due prior to the date of termination.

**b. Termination for Cause Due To Box's Breach.**

Agency may terminate this Agreement for cause upon thirty (30) days' written notice to Contractor and Box if Box is in material breach of this Agreement and the breach remains uncured after the expiration of such notice period. In the event of termination due to a breach by Box, Agency will be automatically entitled to a pro-rated refund from Contractor of any fees pre-paid by Agency to Contractor for the Box Service for the corresponding unused period of the applicable subscription period.

**c. Termination for Cause Not Due to Box's Breach.**

In the event of a termination of this Agreement other than due to a breach by Box, there shall be no refunds of any amounts paid to Contractor for the products and services provided by Box and to the extent fees hereunder have not been prepaid for the entire subscription term, Agency shall, within 10 business days of such notice of termination, pay an amount equal to 50% of the remaining license fees contracted for but not yet due prior to the date of termination.

**d. Upon Termination.**

In the event of a termination for any reason, DMV will be allowed to utilize the products and services for a winddown period, not to exceed twelve months at the contracted rates for the time extended past the termination date. Contractor will be permitted to invoice the State at the contracted price for the months of additional service utilized by the State, up to twelve months of service, and the State will remit payment for those services in the manner specified herein. The terms and conditions of the contract shall continue to apply unless the parties specifically agree to the contrary in a written, duly executed amendment to the contract as approved in SAM 300. Any other terms shall apply as written in Attachments AA, State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472.

**c. Post-Termination Obligations.**

Upon the termination, expiration or the end of the winddown period, Agency will have no further rights to access the Box Service hereunder except as set forth in this Section 15(e). For thirty (30) days following the termination, expiration or the end of the winddown period of the Agreement or applicable Order, and subject to Agency's prior written request, Box will allow Agency limited access to retrieve any Content remaining on the Box Service. After such thirty (30) day period, Agency will have no further rights to access the Box Service.

**f. Surviving Provisions.**

The following Sections shall survive the expiration or termination of this Agreement: Sections 7 (Governing Law: Jurisdiction), 8 (Limitation of Liability, Indemnification and Defense), 12 (Service Agreement Deliverable and Pricing Schedule), 13 (Confidentiality), 15d (Upon



Termination), 15e (Post Term Obligations) and 15f (Surviving Provisions). The following Sections of Attachment EE, the Box Service Agreement, shall survive the expiration or termination of this Agreement: Sections 1 (Definitions), 5.2 (Content), 7.3 (Disclaimer of Warranties), 8 (Proprietary Rights) and 15 (Miscellaneous).

**16. NOTIFICATION**

Any notice or other communication will specifically reference this Agreement and be in writing and will be effective upon delivery as follows:

**a. To Contractor**

As set forth in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472 and listed here:

**Attn: Jonathan Rodger  
Carahsoft Technology  
11493 Sunset Hills, Suite 100  
Reston, VA 20190**

**b. To Box**

Will be sent via email to [legalops@box.com](mailto:legalops@box.com), with a duplicate copy sent via United States Postal Service (USPS) mail to the address listed here:

**Attention LegalOps  
Box, Inc.  
900 Jefferson Ave  
Redwood City, CA 94063**

**c. To DMV**

Will be sent via email to [ContractManager@dmv.nv.gov](mailto:ContractManager@dmv.nv.gov), with a duplicate copy sent via USPS mail to the address listed here:

**Department of Motor Vehicles  
Attn: DMV Contract Manager  
555 Wright Way  
Carson City, Nevada, 89711**

**17. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. General conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document. Unless otherwise expressly authorized by the terms of this Agreement, no modification or

amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, Agency's counsel, and the State Board of Examiners. This Agreement, and any amendments, may be executed in counterparts. This Agreement or any exhibits or addenda, may be executed and delivered, either physically or by electronic means and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

**Carahsoft Technology, Inc.**

Zak Kennedy  
Independent Contractor's Signature

8/7/23  
Date

Sales Director  
Independent Contractor's Title

**Box, Inc.**

[Signature]  
Independent Contractor's Signature

Aug 7, 2023  
Date

VP, Sales  
Independent Contractor's Title

**Department of Motor Vehicles**

[Signature]  
State of Nevada Authorized Signature

8-8-2023  
Date

Deputy Director  
Title

Amy L. Stephenson

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

SEP 12 2023

On: \_\_\_\_\_  
Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On: 8/8/23  
Date

**ATTACHMENT CC**  
**BOX SCOPE OF WORK**



# Statement of Work

Custom Consulting

Prepared for Nevada Department of Motor Vehicles  
("Customer")

by Box on 06/21/2023

Prepared by:  
Rhys Kustra  
Sr. Solutions Consultant  
rkustra@box.com

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## 1 General Terms

This Statement of Work ("SOW") describes the consulting services ("Consulting Services") to be performed by Box, Inc. ("Box") for Customer (Box and Customer are sometimes referred to herein individually as a "Party" and together as the "Parties") pursuant to the applicable service agreement entered into by the Parties for the provision of the Box Service and or Consulting Services (e.g. the Box Service Agreement) (the "Agreement"). This SOW shall be effective as of the service start date as defined in the applicable Order (the "Effective Date").

1. **SOW Term/Expiration:** Unless otherwise agreed upon by the Parties in writing, the obligation of Box to provide Consulting Services in accordance with the Project Timeline defined in Section 2.2 to the Customer under this SOW expires upon the earlier of: 1) expiration or termination of the Consulting Terms; 2) completion of the Consulting Services described in this SOW; or 3) 24-months from the Effective Date of the SOW.
2. **Customer Compliance with Applicable Law:** Customer is solely responsible for ensuring Customer is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.
3. **Box Materials:** Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "Box Materials") Box may provide to Customer as part of the Consulting Services (including any intellectual property rights therein, but excluding any Customer Confidential Information and Customer logos and trademarks that may be included in the Box Materials, collectively, "Customer Property"). Box shall have the right to use any such Customer Property solely for the purpose of providing the Consulting Services to Customer as set forth in this SOW. During the term of the Agreement, Box hereby provides Customer with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Customer's internal operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Box Tools") used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Customer, on the same terms as the Box Materials.
4. **Consulting Services Warranty:** Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Customer in a

professional and workmanlike manner. If through no fault or delay of Customer the Consulting Services do not conform to the foregoing warranty, and Customer notifies Box within ten (10) days of Box's delivery of the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Customer.

5. Project Context. Customer is in the process of implementing, configuring, customizing and/or integrating Box's proprietary hosted application(s) (the "Box Service") into Customer's business environment. Customer requests that Box's consulting services organization ("Box Consulting") provide resources to assist Customer's staff as set forth below (the "Project"). Box Consulting and Customer shall commit resources to work on the Project (the "Project Team").
6. Code: To the extent Box is providing any object code or source code to Customer as part of the Consulting Services (e.g. scripts, custom APIs, or other solutions), such materials (collectively, "Code") are, for the avoidance of doubt, Box Materials, and for the avoidance of doubt, Box retains all ownership and intellectual property rights to Code. The following additional terms also apply to Code:
  - Box provides Code on an as-is basis and makes no representations or warranties or conditions, whether express or implied (e.g. merchantability, quality, fitness for a particular purpose, interoperability, and non-infringement), regarding the Code or the performance of the Code in any way. Box does not guarantee that the Code will perform error-free or uninterrupted.
  - Customer may not modify the Code, including but not limited to any use of Box marks or notice of Box's proprietary rights.
  - Customer may not make the Code available in any manner to any third party for use in the third party's business operations other than in conjunction with Customer's Box Service integration as part of the Customer's authorized use of the Box Service.
  - Customer may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Code.
  - Customer may not disclose results of any use of Code, including but not limited to benchmark tests and software composition analysis, without Box's prior written consent except as reasonably required for Nevada Public Records Act (NPRA) or internal program reporting and status requirements regarding the performance and use of the Box Service.
  - Any services acquired from Box are purchased separately from the use or delivery of Code, and no services acquired from Box require the use of Code.
  - Changes made to Customer's instance of the Box Service resulting from the use of Code, including the deletion of any Box Service user accounts, as well as the deletion of any electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by the users of the Box Service accounts (the "Content"), may not be reversible or recoverable. We encourage you to message your Box Service account users in

advance of any material changes to their accounts or the deletion of their accounts and Content. Box also encourages you to test any Code in a sandbox environment prior to running it in a production environment.



## 2 Scope of Services

### 2.1 Project Executive Summary: Our Understanding of the Project

**Objective:** The Nevada DMV is seeking to implement Box as a new Content Services Platform (CSP) as part of a broader digital transformation journey. Box Consulting will help implement Box as a new, modern CSP that is integrated with key Nevada DMV applications including Salesforce. There are 7 key workstreams that will be included in the implementation services:

1. **Solution Design:** Box will lead an initial 2-month solution design phase with the Nevada DMV team to finalize the detailed design of Box, migration plan, and adoption strategy. This will involve conducting remote, virtual workshops and developing a solution design document. The design will satisfy the requirements in Attachment HH as noted in the Box submissions to DMV. Notwithstanding the foregoing Box may make adjustments to the design as necessary in order to meet DMV requirements defined during the Solution Design phase.
2. **Box Implementation & Rollout:** This workstream will include the implementation of the Box Enterprise+ product suite. This will include configuring core Box enterprise settings, folder structure, metadata templates, Box Shield advanced security controls, Box Governance, and Box KeySafe.
3. **Network Drive Migration:** Box will lead the migration of up to 3TB of content from network shared drives using Box Shuttle migration tooling. Box will work directly with stakeholders from each department of the Nevada DMV to review and organize the content for migration into Box.
4. **Legacy ECM Content Migration:** This workstream will include the migration of up to 262 million documents from OpenText AppXtender and File360 into Box. The migration will be led by our migration partner, currently Versafire, who will use their Docuflow technology to seamlessly migrate the content and metadata into Box.
5. **Change Management & Training:** Box will work with the Nevada DMV employee representative team and lead the rollout of Box to end users by providing comprehensive change management and training support. This will include the development of a change management strategy, supporting the rollout of Box through communications and the Nevada DMV change ambassadors, and providing end-user training which will include live virtual training sessions, training videos, and other training materials.
6. **Salesforce Integration Support:** Box will partner with Slalom to build a robust integration between Box and Salesforce. As part of the Solution Design phase Box will conduct workshops with the Nevada DMV and Slalom teams to define the integration patterns and user stories between Box and Salesforce. Box will then provide ongoing integration assistance and technical support which may include implementing the native Box and Salesforce integration (connector), leveraging

the Box for Salesforce SDK, or supporting custom development with Box Platform API's.

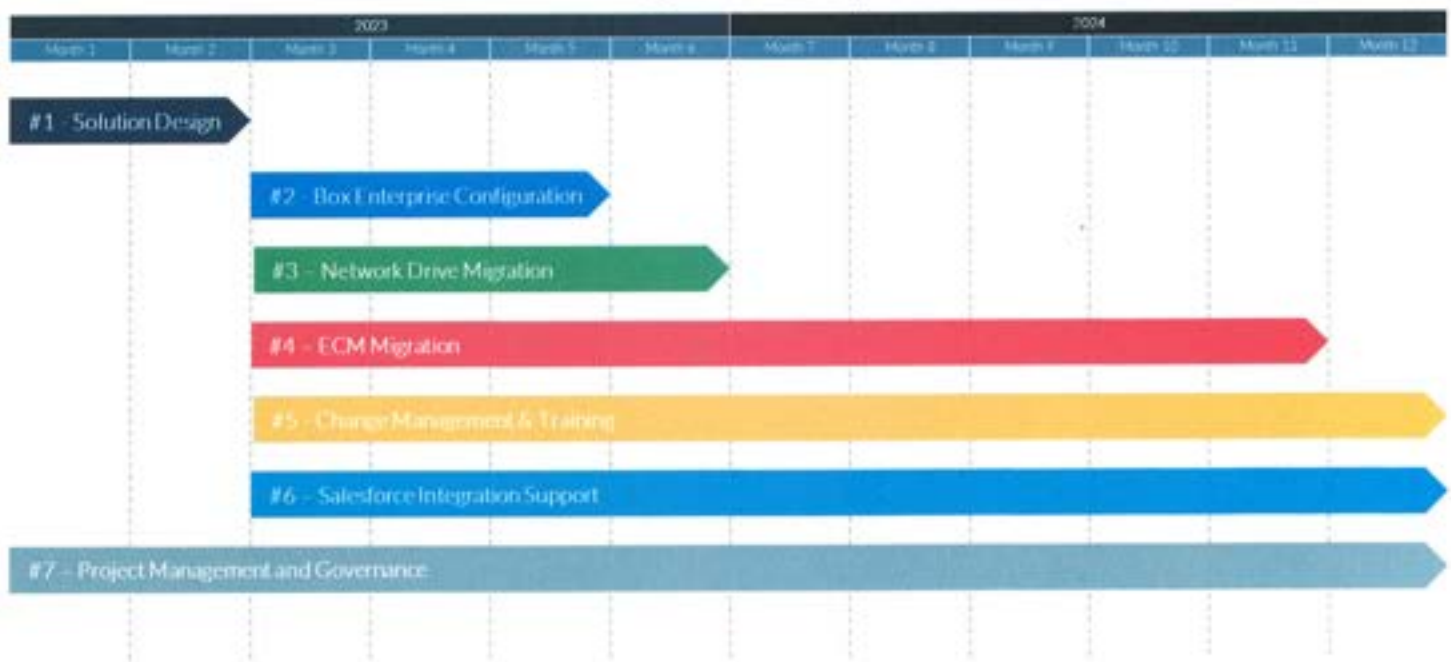
7. **Project Management:** Box will provide project management through the engagement to ensure a successful implementation. This will include providing weekly status reports, conducting weekly status calls, sprints, and related ceremonies, leading discovery and design sessions, and conducting quarterly steering committee meetings to ensure open and transparent communication on progress and resolve risks or issues.

## 2.2 Project Timeline

Based on the scope of the services outlined in this Section 2, and in accordance with Section 1 SOW Term/Expiration, the core Box implementation, migration and rollouts expected to be completed in twelve (12) months. The hours allocated as part of Workstream #6 – Salesforce Integration may be consumed up to twenty-four (24) months from the Project kickoff. This Project duration estimate has been made under the assumption that Customer will provide Box timely access to the key resources and decision makers outlined in Section 3.

Detailed below is the high-level project timeline broken down by workstream:

### Nevada DMV: CSP High-level Implementation Timeline





## 2.3 Box Consulting Methodology

In performing the consulting services, Box adheres to a standard methodology consisting of five phases with associated milestones and Deliverables:

- **Initiate:** Confirm scope; define roles, responsibilities, milestones, and dates; deliver project plan
- **Solution Design:** Develop requirements with stakeholders; deliver design, communications, activity plans
- **Build & Iterate:** Configuration & testing; deliver test plans, communication templates, final design
- **Deploy:** Solution(s) go-live, delivery of final implementation guide, communications, and training
- **Evaluate:** Post-deployment support, success metrics reporting, backlog review

## 2.4 Project Scope Overview

The Project is being scoped as a fixed resource and fixed timeline project. Specific Box resources are described in detail in Section 3 of this SOW. The main resource will be an Implementation Consultant who will report to the Customer Project Manager.

Either prior to, or at the start of each phased sprint, Box and Customer will work together to define the scope of the sprint in the Services scope planning meeting. Scope of services may also be influenced by the availability of new features on the Box product roadmap. At the conclusion of each sprint (2 weeks) a retrospective will be conducted including a value readout to Customer leadership. The high-level scope is likely to include the following items, but this will be further defined during the project initiation:

Workstream	Outcome
#1 -Solution Design	Box will lead workshops with the Nevada DMV to finalize the solution design for configuring Box as the Content Services Platform (CSP) including enterprise configuration, detailed migration planning, and integration architecture
#2- Box Enterprise Configuration	Box will be configured based on the requirements gathered during the solution design phase including the core Box enterprise settings, Box Shield advanced security capabilities, and Box Governance retention and disposition capabilities
#3- Network Drive Migration (Box Shuttle)	Box will successfully migrate up to 3TB of Customer content from Network Shared Drives
#4 - ECM Migration	Box will migrate up to 262 million documents from OpenText AppXtender and Global360

#5 - Change Management and Training	Box will support the successful rollout of Box to end-users by providing customized change management and training materials and conducting customized training
#6- Salesforce Integration	Box Consulting will provide 240 hours of integration support with Salesforce
#7 - Project Management and Governance	Box will provide project management and oversight throughout the CSP implementation

## 2.5 Box Materials to be Provided

Workstream	Materials
#1 – Solution Design	<ul style="list-style-type: none"> <li>• Solution Design Document which includes the following components: <ul style="list-style-type: none"> <li>○ Box architecture as the CSP</li> <li>○ Box Enterprise Design</li> <li>○ Data Dictionary</li> <li>○ Interface Control Document(s)</li> <li>○ Network Drive Migration Plan</li> <li>○ ECM Taxonomy Mapping Plan</li> <li>○ Change Management and Training Plan</li> <li>○ Salesforce Integration Design</li> <li>○ Risk Management Plan</li> <li>○ Test Plan</li> </ul> </li> </ul>
#2- Box Enterprise Configuration	<ul style="list-style-type: none"> <li>• Box configuration guide which includes: <ul style="list-style-type: none"> <li>○ Core Box enterprise settings</li> <li>○ Box Shield configuration</li> <li>○ Box Governance configuration</li> </ul> </li> <li>• Box test cases</li> </ul>
#3- Network Drive Migration (Box Shuttle)	<ul style="list-style-type: none"> <li>• Migration plan</li> <li>• Final migration validation reports</li> </ul>
#4 - ECM Migration	<ul style="list-style-type: none"> <li>• Migration plan</li> <li>• Final migration validation reports <ul style="list-style-type: none"> <li>○ Migration report for 50% completion</li> <li>○ Migration report for 100% completion</li> </ul> </li> </ul>

#5 - Change Management and Training	<ul style="list-style-type: none"> <li>• Change Management Materials <ul style="list-style-type: none"> <li>○ Value proposition and tools matrix</li> <li>○ Enterprise launch communications plan</li> <li>○ Custom end-user communications designed to drive adoption of Box</li> <li>○ Template post-launch end user survey</li> </ul> </li> <li>• Training Materials <ul style="list-style-type: none"> <li>○ Live virtual training course materials <ul style="list-style-type: none"> <li>▪ Custom course lesson plan</li> <li>▪ Course delivery recording and presentation materials</li> <li>▪ Post class Q&amp;A document</li> </ul> </li> <li>○ Custom training video series –three (3) enablement videos <ul style="list-style-type: none"> <li>▪ Up to 5 minutes in length per video</li> </ul> </li> <li>○ LMS Course <ul style="list-style-type: none"> <li>▪ Course format exported in one of the following in LMS (SCORM compliant 1.2 / 2004 / AIC / xAPI (TinCan) / cmi5)/ PDF / WEB</li> </ul> </li> <li>○ Box training collateral including: <ul style="list-style-type: none"> <li>▪ Customized Box training manual</li> <li>▪ How-to-guide</li> <li>▪ Cheat sheet</li> <li>▪ FAQ</li> </ul> </li> </ul> </li> </ul>
#6- Salesforce Integration	<ul style="list-style-type: none"> <li>• Any materials prepared in conjunction with the Box and Salesforce integration development. This may include: <ul style="list-style-type: none"> <li>○ Custom code / code snippets</li> <li>○ Code documentation</li> <li>○ Quarterly Status Report</li> </ul> </li> </ul>
#7 – Project Management and Governance	<ul style="list-style-type: none"> <li>• Project Plan - live document (SmartSheet or similar) that outlines the project workstreams, timeline, milestones, and progress</li> <li>• Project Management Plan – live document (MS Word or similar) outlining project processes and templates.</li> <li>• Quarterly status report</li> <li>• Backlog – recorded use cases and requests that are out of scope of the Project</li> </ul>



## 2.6 Project Scope

### 2.6.1 Workstream #1 – Solution Design

- Project kick-off: Introduce the project teams, discuss overall content strategy vision and objectives for the Content Services Platform, review workstreams and timeline
- Conduct planning for the solutions design workshops and identify workshop participants
- Solutions design workshops: Box will conduct solution design workshops with key Nevada DMV stakeholders to design the recommended Box implementation and migration plan based on DMV requirements in Attachment HH. Detailed below are the planned workshops and example topics for each workshop.
  - Box as the Content Services Platform – Two (2) sessions planned
    - Discuss Customer's current technology stack and ideal technology stack moving forward, especially as Customer shifts towards a more cloud-based ecosystem
    - Deep dive on Box capabilities and best practices of content migration techniques to sunset legacy content tools
    - Capture business perspective on how business processes could be optimized upon consolidating content strategy through Box
    - Map the flow of knowledge through processes identifying where the knowledge is needed vs. where it is currently located
  - Box Enterprise Configuration Design – Six (6) sessions planned
    - Core Box enterprise settings:
    - Review core box features and the Box administrative console
    - Conduct design sessions with Customer stakeholders to define the core Box enterprise settings
  - Box Shield
    - Review key features of Box Shield
    - Conduct deep dive sessions with Customer stakeholders to define the Box Shield design including threat detection rules, classifications, and smart access security controls
    - Define integration points with key Nevada DMV security applications (Ex. SIEM)
  - Box Governance
    - Review key features of Box Governance
    - Conduct deep dive session with Customer stakeholders to define the Box Governance design including retention policies and application approaches, disposition actions, advanced trash controls, and legal holds

- Network Drive Migration – Six (6) sessions planned
  - Review inventory of source data locations for in-scope content and align on the migration approach, waves, and timeline
  - Identify and confirm participation from Content Leads and other key stakeholders
  - Define the migration approach and preliminary migrations waves and timeline
  - Review migration plan and apply revisions based on Customer feedback
- ECM Migration – Solution Design for mapping legacy documents to new CSP platform - Ten (10) sessions planned
  - Conduct legacy document and metadata workshop around existing document with Client (Attached in section 2.7.E) with stakeholders and system administrators
  - Conduct use cases workshop requirements for legacy document type in both legacy system
  - Conduct workshop for search and reporting requirements
  - Conduct security and retention requirements for documents
  - Create Taxonomy Mapping section of Solution Design document
  - Conduct Workshop to present new taxonomy mapping
  - Conduct workshops to review/validate and approve new mapping taxonomy
- Change Management and Training – Five (5) sessions planned
  - Review the Nevada DMV structure, user population, and define the desired rollout approach
  - Review the Nevada DMV change ambassador network and align on communication methods
  - Align on Box key messages and positioning alongside other IT tools resulting in completed value proposition and tools matrix
  - Develop change impact assessment documenting end user impacts within key implementation workstreams
  - Design deployment strategy specific to "first 100 users", but with the intention that this framework can be leveraged for future users and departments
- Salesforce Integration – Eight (8) sessions planned
  - Review the Box and Salesforce native integration and capabilities
  - Review the current Salesforce implementation for Nevada DMV including pilot status



- Define the integration points/integration patterns between Box and Salesforce specifically focused on interactions within Service Cloud and Community Cloud
- Design the recommended Box and Salesforce integration architecture
- Define any custom development required to support embedding/integrating Box within the Nevada DMV Salesforce implementation
- In addition to the planned workshops outlined above Box may conduct additional ad hoc sessions as needed with Nevada DMV stakeholders during the Solution Design phase of the Project. However, if additional workshops are required beyond the expected two (2) month duration of this phase a change order may be required
- Create and deliver Box solution design document which includes:
  - Box CSP Roadmap
  - Box Enterprise Design
  - Data Dictionary
  - Interface Control Document(s)
  - Network Drive Migration Plan
  - Taxonomy Mapping Plan
  - ECM Migration Plan
  - Change Management and Training Plan
  - Box and Salesforce Integration Design
  - Risk Management Plan
  - Test Plan
- Review the solution design document with key Nevada DMV stakeholders and make revisions as needed. The finalized solution design will be presented to the Customer for sign-off

## 2.6.2 Workstream #2 – Box Enterprise Configuration

### 2.6.2.1 Core Box Deploy

- Core Box sandbox configuration and testing
  - Support setup of Box sandbox environment and environment management strategy
  - Enterprise settings configuration
    - Guide the Customer Box administrator through recommended Box enterprise settings configuration based on the solution design
  - Enterprise folder structure configuration

- Assist Customer with the design and configuration of an enterprise-wide folder structure up to three (3) layers deep
- Metadata template configuration
  - Configuration of up to sixty-nine (69) metadata templates and approximately 375 fields required to support the ECM data migration
- Create test cases for Box Enterprise configuration
- Core Box deployment
  - Support the Customer led configuration of core Box functionality within the production environment
  - Standard Box application deployment
    - Review standard Box applications such as Box Edit, Box Drive, Box for Office, and Box native mobile application.
    - Share best practices and technical consultation on the application deployment
  - Access management configuration (SSO setup)
    - Define recommended approach for user provisioning and de-provisioning
    - Setup support for standard and non-standard SSO connections (one SAML 2.0 connection from a single Identity Provider to a single Box instance)

#### 2.6.2.2 Box Shield Deploy

- Box Shield sandbox configuration and testing
  - Configuration of Box Shield advanced security controls within the sandbox environment. Configuration may include:
    - Malware detection rules
    - Threat detection rules – Configuration of up to five (5) threat detection rules and alerts
    - Classifications – Configuration of up to five (5) classifications with associated Smart Access security controls
    - Configure the application of the classification based on cascading folder structure, file metadata, or automated file inspection
  - Support the integration of Box with the Customer SIEM tool (Accenture SOC) within the sandbox environment
  - Create test cases for Box Shield configuration
  - Completion of Box Shield UAT guide
  - Assist Customer in UAT testing in Box sandbox environment
- Box Shield deployment support

- Support the customer led configuration of Box Shield in production and associated cut-over activities
- Support the integration of Box with the Customer SIEM tool within the production environment

Box Shield Deployment Assumptions:

- Assumes that integration between Box and Accenture SOC does not require custom development

### **2.6.2.3 Box Governance Deploy**

- Box Governance sandbox configuration and testing
  - Configuration of Box Governance content lifecycle management capabilities within the sandbox environment. Configuration may include:
  - Retention policies – Configuration of up to forty (40) retention policies and associated disposition actions
  - Configure the application of the retention policies based on the folder structure or file metadata
    - Content migrated into Box with metadata (Ex. From OpenText) may have retention policies applied based on the metadata migrated with the file. For example, if a file has the 'Special Plates' metadata template associated with it then retention policy '1995013 Special Permits/Fees' could be applied to the file.
    - Content migrated into Box without metadata can have retention policies at the folder level
  - Advanced trash control
  - Legal holds
  - Create test cases for Box Governance configuration
  - Completion of Box Governance UAT guide
  - Assist Customer in UAT testing in Box sandbox environment
- Box Governance deployment support
  - Support the customer led configuration of Box Governance in production and associated cut-over activities

Box Governance Assumptions:

- Retention policies are based on the draft retention policy document provided by the Customer in Exhibit 1 (attachment CC.1)

### **2.6.2.4 KeySafe Implementation**

- Provide an overview of the KeySafe architecture, design, and installation materials



- Support the Customer's setup of Amazon Web Services KMS or Google KMS
- Note: Customer must purchase their own KMS subscription for use with Box KeySafe
- Document KeySafe support and communications processes for ongoing management
- Support Customer with ingestion of Box KeySafe logs to Customer SIEM tool
- Conduct tabletop exercise for key recovery and restoration
- Connect to production Box instance

### 2.6.3 Workstream #3 – Network Drive Migration (Box Shuttle)

#### A. Scope Parameters

Parameter	Scope
Source	Network File Shares
Description	Team / Departmental Shares
Service Level	Shuttle w/ Content Leads
Volume (TB)	Up to 3TB
File Count	Up to 4,000,000 documents
Users (#)	Up to 1,300 users
Departmental Groups (#) – Content Leads Private Delivery	Up to 15 Departments
Migration Waves	Up to 15 total waves

#### B. Shuttle with Content Leads

- Conduct migration configuration and technical analysis
  - Create company-level folder structure and ownership model and align on approach for identity and group management
  - Customer to install migration software and provide read-level access to source data and authorize a Box service account in the migration software
  - Configure migration job(s) for each source share or account
  - Run technical analysis on source data, including current state snapshot of permissions map, and provide results to Customer
- Conduct pre-migration content leads migration planning with each Nevada DMV department
  - Conduct kickoff meeting with Customer project/IT team for Customer and Box to align on scope and all departments involved in the content leads process

- Conduct one (1) Content Leads kickoff meeting with each department to review the content leads approach and review the current content structure / usage
- Box recommends that Content Leads participants take the Box User Essentials and Folder Structure Best Practices training courses prior to kickoff
- Conduct one (1) folder structure and permissions best practices enablement session with the Content Leads from each department
- Conduct one (1) content reorganization and migration best practices enablement session with the Content Leads from each department
- Content Lead participants will design future-state folder structure and permissions model and, if applicable, reorganize, delete, and/or archive source content into new structure
- Box Consulting Team will review the folder structure designs provided by Content Leads and provide one (1) round of feedback for each content lead group
- Execute migration and iterate process
  - Run initial migration jobs and periodically monitor progress
  - Address issues within Box's control and notify Customer of issues which require Customer intervention to remediate
  - Communications support for each migration wave
- Create and validate permissions assignment spreadsheet
  - Run initial migration jobs and periodically monitor progress
  - Provide Customer with migration results to validate. Customer to review and validate results from each migration job
  - Address issues within Box's control and notify Customer of issues which require Customer intervention to remediate
  - Customer to review migration results provided by Box to confirm that data was migrated as expected
- Complete final delta migration and verification
  - Run a delta migration to address source system changes which have occurred since the initial migration and to apply permissions defined in the permissions-application spreadsheet
  - Provide final migration report files to Customer
  - Customer to set source accounts or shares to read-only state and validate permissions and access levels with end users

**Outcome:** Customer content has been successfully re-organized and migrated to Box with proper access controls in place.



## 2.6.4 Workstream #4 – ECM Migration

The scope of this workstream is to assist the Customer with the migration of content from existing document management repositories (OpenText AppXtender, OpenText File360) to Box Cloud Content platform. The services outlined below include the deployment of a transformation and extraction server(s) using Docuflow for Integration utilities (D4i) to facilitate and manage the extraction and migration of content to Box's Cloud Content Platform.

### A. Scope Parameters

Source system	Files	Input Rate	Size	Servers	End user file types
AppXtender	254.2 M	XX/M	10.2 TB	2	Tiff
File360	7.2 M	XX/M	7.2 TB	2	Tiff

#### 2.6.4.1 Migration Planning Sessions

- Review and Validate Document/Content Types, Folder Structure and key index metadata, retention schedules and security per Solution Design
- Review Infrastructure readiness including current AppXtender servers, File360 servers, network and new migration server(s)
- Identify and define Migration Data Quality plan to include audit reports with source document count, document count, and exception list. Determine spot check QA rules and report format
- Define detailed Migration schedule for bulk and delta migrations. Determine current operation times and migration scheduled times. Expected schedule and progress by week. Schedule monthly migration reviews
- Complete Migration Plan which includes Taxonomy Mapping (starting from Solution Design), Bulk and Delts migration strategies, Data Quality plan and detailed Migration Schedule
- Review Migration plan and revisions based on Customer feedback and finalize
- Complete Migration Plan

2.6.4.2 Deploy and configure and Docuflow for Integration (D4i) utilities and scripts in dev and Production servers.

- Conduct Technical review and confirm prerequisites for migration servers
- Extraction Utilities and Services provided as a Virtual Machine (Windows Server or Containers)
- Deploy core D4i services for extraction and transformation on hosts (Virtual or Container) and validate functional
- Deploy D4i box connector and validate unit functional test
- Deploy D4i AppXtender connector and validate unity test
- Deploy D4i File360 connector and validate functional test

#### **2.6.4.3 Build D4i Configure and Test and Production Environment**

- Configure D4i Connectors for each source and target repository
- Configure Transformation and Process Scripts and Tasks automation scripts in accordance with Migration Plan
- Conduct Testing (up to 3 sample runs)
- Draft Procedure and Process Documentation

#### **2.6.4.4 Extraction, Transformation, and Load**

##### **1. AppXtender Bulk Migration**

- AppXtender bulk export/box ingestion of batch runs begin
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- AppXtender bulk export/box import completes
- If needed additional bulk export/import of batches occur to minimize final delta run
- Complete AppXtender migration reports and deposition reports completed

##### **2. File360 Bulk Migration**

- File360 bulk export/box ingestion of batch runs begin;
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- File360 bulk export/box import completes
- If needed additional bulk export/import of batches occur to minimize final delta run
- Complete File360 bulk migration reports and deposition reports completed

### 3. AppXtender and File360 Delta Migration

- AppXtender/ file360 Delta export/box ingestion of batch runs begin;
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- File360 Deltas export/box import completes
- Complete Delta Migration reports
- DMV review and sign-off on Migration reports

**Outcome:** Customer content has been successfully re-organized and migrated to Box with proper access controls in place.

## 2.6.5 Workstream #5 – Change Management and Training

### 2.6.5.1 Change Management

- Complete the development of the enterprise launch & engagement strategy
  - Confirm all available communications and engagement channels/vehicles
  - Develop enterprise launch communications plan
- Develop custom communications
  - Creation of up to sixteen (16) custom end-user communications designed to drive adoption of Box and support launch
- Engage Nevada DMV champion network
  - Engage a group of key business champions to help drive adoption of Box, promote training opportunities for their impacted business unit, and provide end user feedback
  - Identify impacted users for change management plan and complete stakeholder analysis workbook
  - Outline high-level key stakeholder engagement channels on project timeline in detailed engagement plan
  - Conduct up to five (5) champion enablement sessions, including:
    - Kick-off session to understand project objectives, champion roles and responsibilities
    - Training session to educate champions on Box features and functionalities
    - Pre or post go-live session to review and measure progress
- Develop feedback plan to measure launch success
  - Align on success metrics for Box launch
  - Finalize end user custom survey questions prior to go-live



- Distribute standard post-launch end user survey
- Provide survey results, analysis, and go forward recommendations

### 2.6.5.2 Training

To support the successful rollout and adoption of Box by end-users Box will develop and lead a comprehensive training program which includes live virtual training, self-paced training materials, and ongoing training support via office hours. Training will be conducted separately with each of the 8 divisions within the Nevada DMV and training will occur as departments are onboarded to Box.

- Complete the detailed training plan and training schedule
- Custom Standard Box live user training – sixteen (16) live trainings
  - Content development session
  - Plan Box live virtual training curriculum
  - Conduct pre-course consultation to prepare for training delivery in Customer branded environment
  - Topics for training can include:
    - Introduction to Box
    - Trash settings and usage
    - Shared links and inviting collaborators
    - Navigation of the Box UI
    - Content and workspace organization
    - File editing
    - Collaboration and workflow tools
    - Customer value proposition
    - Box and Microsoft Office
  - Box Standard live user training – delivery
    - Includes sixteen (16) live virtual private deliveries of 60 minutes each
    - Conduct pre-course consultation to prepare for training delivery in Customer branded demo environment
    - Course delivery recording
    - Custom course lesson plan
    - Post class Q&A document
- Custom video series – three (3) enablement videos
  - Content development session
    - Conduct pre-production consultation to plan for three (3) video learning series in Customer branded environment up to 5 minutes in length each

- Custom video series production
    - Develop full video storyboard with customer assets for each video
    - Conduct production review for changes and edits to final video's
    - Includes up to 1 round of edits for each video
- Box Standard self-paced (LMS) training course – one (1) interactive course
  - Content development session
    - Conduct pre-production consultation to plan for one (1) interactive self-paced course on native Box functionality in Customer branded environment
  - Deliver Standard self-paced training course production
    - Deliver one (1) interactive, self-paced course, up to 45 minutes in length
    - Develop full course lesson plan with Customer assets and chosen topics
    - Produce self-paced course
    - Conduct post-production feedback session and incorporate edits to final course
    - Includes up to 1 round of edits
    - Provide technical consultation to support Customer hosting of course
    - Course format exported in one of the following in LMS (SCORM compliant 1.2 / 2004 / AIC / xAPI (TinCan) / cmi5) / PDF / WEB
- Box Customized Training Materials
  - Box will develop and provide the following training materials to support end-user education
    - Customized Box training manual
    - How-to-guide
    - Cheat sheet
    - FAQ
- Box Office Hours
  - Box will host twice-monthly office hours sessions with end users for a period of six (6) months. Office hour topics may include:
    - Reviewing Box functionality and 'how to' sessions
    - Answering end user questions
    - Discussing content use-cases

#### 2.6.6 Workstream #6 - Salesforce Integration

This scope entitles the customer to 240 hours of consulting services to complete the Key Activities listed below over a period of 12 months to support the integration of Box



with key Customer applications which may include Salesforce, or others. This support may include architectural and technical design, configuring the native Box and Salesforce integration, technical support for leveraging Box API's, embedding Box UI elements (as required), and enabling automated user provisioning via API. These hours can only be used to execute Salesforce Integration Support activities and cannot be changed unless mutually agreed upon in a contract amendment.

#### **2.6.6.1 Key Activities:**

- Provide guidance and expertise integrating Customer applications with the Box API's including:
  - Box API usage and format
  - Identity management and token generation
  - User permissions and security considerations
  - Metadata usage and application
  - Scale limitations
  - Box UI Elements
- Supporting the integration of Box and Salesforce which may include:
  - Supporting the installation and configuration of the native Box and Salesforce integration (managed package)
  - Provide ad-hoc technical support to the Salesforce consulting partner during the build/development phase for integrating and embedding Box with Salesforce. This support may include technical guidance, code reviews, troubleshooting, etc.
  - Support customer-led testing of the Box and Salesforce integration and associated Box functionality in a sandbox environment
  - Support the deployment of the Box and Salesforce integration to the production environment
  - Complete Box configuration required to support the Salesforce integration requirements. This may include configuring Box enterprise settings, security controls, user provisioning & management, folder structures, etc.

#### **2.6.7 Workstream #7 - Project Management**

Throughout the course of the project Box Consulting will provide regular updates to the Nevada DMV on the project status using three primary project governance mechanisms. The goal of these mechanisms is to project transparency, mitigate risks early, and ensure the proper oversight of the project from both Box and the Customer.

##### **1. Weekly Project Status Dashboard**

Box Consulting will prepare a project status dashboard that will be updated and shared on a weekly basis with the Nevada DMV project team and includes the following information:

- Overall project health
- Workstream status and key activities completed
- Issues, risks, and key decisions
- Current and planned activities

## **2. Weekly Status Meetings**

The Box Consulting and Nevada DMV project teams will meet on a weekly basis to review the project status dashboard and discuss the project status, timeline, and resources. During this meeting any key issues, risks or decisions will also be raised and workstream planning will also be completed.

Key attendees for the weekly status meeting will include:

- Box Consulting: Project Manager, Solution Architect, lead technical consultant, and other team members as required
- Nevada DMV: Project lead/manager, technical lead, employee development representative, business stakeholders (as required)

Weekly status meetings are limited to one (1) per week

## **3. Quarterly Steering Committee**

Box Consulting will conduct a quarterly steering committee with the project/executive sponsors from both Box and the Nevada DMV. The goal of the quarterly steering committee is to inform project/executive sponsors on the health of the project, address key issues or risks, and align on upcoming activities. Key attendees will include project team members and project sponsors from both Box and the Nevada DMV.

## **2.7 Project Assumptions**

Below are key assumptions associated to the high-level objectives of this engagement:

### **A. Functional Assumptions:**

- This project is specifically for only 1 production Box enterprise instance, e.g., customer.box.com and up to three (3) Box sandbox environments (Ex. Dev, Test, Staging)
- Project timelines consider the availability of Customer resources and key decision makers. Customer is responsible for acknowledging and responding to documents relating to this Project, including but not limited to requirements documents, escalation issues or end-of-project notices



- Customer is responsible for identifying all stakeholders who are required to provide input in on key decisions
- Customer is responsible for identification of all technical, functional, and legal requirements
- Box Consulting will have limited access to the customer's Box production environment. For configuration changes in production, Box Consulting operates in an advisory only capacity and will work with the Customer's Box administrator to make changes. For migration and integration activities, Box will have programmatic access to Customer's Box environment. This access must be authorized by Customer with necessary permissions and scopes before associated dependent work can begin
- Customer has proper rights, access methods and permissions to any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW
- All work is done remote unless otherwise noted
- Customer is responsible for identifying the content that requires retention policies to be applied
- Box can use the existing date information contained within file metadata to start the retention period, however adding metadata date values to calculate the retention duration is out of scope for this project

#### **B. Technical Assumptions:**

- Customer is responsible for procuring, installation, configuring, and ongoing maintenance of any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW

#### **C. Change Management & Training Assumptions:**

- Customer is responsible for distributing all end user launch and training communications
- All trainings and training materials are delivered in English unless otherwise specified
- Customer is responsible for identifying business user contacts and key stakeholders
- Customer is responsible for any printing, shipping and copying charges for any training materials
- Virtual training sessions are delivered for a maximum of five hundred (500) participants per session

#### **D. Network Drive Migration (Box Shuttle) Assumptions**

- For on-premises data sources, Box Shuttle requires Customer to provide physical or virtual infrastructure accessible by Box Consulting project resources. This infrastructure must include a Windows machine which has access to the source

data, and on which the migration software and scripts can be installed, configured, managed, and executed. Customer is responsible for the provisioning, maintenance, security, and all other aspects of the physical or virtual infrastructure required to install the migration software

- Customer acknowledges that Box will provide Box Shuttle migration tooling to provide the Box Shuttle service to Customer
- Customer will provide read access authorization through connectors to relevant source data
- Customer will authorize a Box account from the target Box instance to the migration tool
- Migration jobs will be initiated either during regular U.S. business hours or after U.S. business hours as agreed upon with the Customer
- Customer acknowledges that Box is not suitable for all possible content and workloads. For example, Box does not recommend storing high-availability databases such as SQL or Microsoft Access on Box
- Migration timelines are dependent on factors such as data volume, number of files, and the location and nature of source systems. Box cannot guarantee transfer speeds or the ability to achieve a specific timeline
- Box will conduct up to 3 review cycles with the Customer to obtain a properly formatted permissions-application spreadsheet for the migration tool
- Up to fifteen (15) migration waves are included in this Service Level. A migration wave is defined as a distinct migration go-live event for a particular set of users, user groups, servers, shares, or physical locations
- Customer will identify content groups and associated content leads to engage in this Project which logically map to specific source content
- Content leads would represent up to 100 individuals in the content group
- Box cannot apply permissions that violate the Box Service's permission structure (e.g. broken inheritance on a subfolder). Source data that violates this permission model may require re-organization by the Customer prior to migration

**E. ECM Migration scope assumptions:**

- Estimated total number of documents is 262 million
- Number of document classes is 69
- Estimated number of total metadata fields is approximately 375 which is based on the spreadsheet provided by the Customer shown in Exhibit 2 (attachment CC.2)
- Assumes that all document classes will be migrated, however some rationalize of classes may occur based on the Solution Design phase
- All metadata field needs to be present in source system
- Unpopulated metadata will be migrated as blank
- All Maximum file size (10 GB/box video limit) or network restricts/timeouts



- Target file types: To remain as source format - Tiff or PDF
- Incorrect fields (i.e., non-date in date field) will not be corrected
- Too many characters or size mismatch will be truncated
- Special characters will not be migrated (e.g. arrows, carriage returns)
- Legacy ECM systems are on current support
- Client to provide recommended on-site migration server and high-speed internet connections
- Client to provide UAT testing resources
- Client provides resources to support workshops
- The duration of the content migration is subject to client environment, capacity of the host source content management systems, network and connectivity to Box Cloud Content Platform

#### **F. Out of Scope Assumptions**

- This SOW does not include setup of any other application or feature, or any ongoing product support not addressed in Section 2 of this SOW
- This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the general release of the Box Service as of the Effective Date of this SOW
- Changes made by Customer to taxonomy after Solution Design are out of scope and may require a change order
- Changes made by Customer to Migration Plan after approval is of scope and may require a change order or contract amendment
- Database look-up, cross reference, transformation, or validations for metadata fields are out of scope and customer responsibility or possible change order
- Data Quality Exceptions beyond what is defined in the migration plan is considered out of scope and customer responsibility, or possible Change Request
- Assumes that the setup of ABBYY for document scanning or OCR is out of scope
- Support beyond the initial 24-month implementation timeline may require a change order or separate engagement

### **3 Project Team**

Customer is responsible for providing and ensuring Customer's committed participation of resources required during the Project. The pricing and schedule reflect this important assumption. Professional Services delivered in this SOW are performed by Box Consulting jointly with Customer as a cooperative, hands-on project, jointly managed by Box Consulting and Customer.



### 3.1 Box Consulting Roles

Box Consulting resources are not necessarily dedicated to any single project and may be engaged across many projects for various Customers.

Roles	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"><li>• Drive overall deployment vision and success</li><li>• Resolve key escalated issues</li></ul>
Project Manager	<ul style="list-style-type: none"><li>• Lead of overall implementation</li><li>• Coordinate activities and provide project status updates</li><li>• Deployment planning</li></ul>
Implementation Consultant	<ul style="list-style-type: none"><li>• Box configuration and consultation</li><li>• Box best practices</li></ul>
Solution Architect	<ul style="list-style-type: none"><li>• Box solution architecture</li><li>• Box security and compliance</li></ul>
Migration Consultant	<ul style="list-style-type: none"><li>• Solution Design – Taxonomy</li><li>• Migration Plan</li></ul>
Technical Consultant	<ul style="list-style-type: none"><li>• SSO connectivity to Box</li><li>• 3<sup>rd</sup> party application integration</li></ul>
Change Management Consultant	<ul style="list-style-type: none"><li>• Design of strategic engagement plan</li><li>• Creation of tool positioning matrix</li></ul>
Education Specialist	<ul style="list-style-type: none"><li>• Design of end user training curriculum</li><li>• Execution of end user training courses</li></ul>

### 3.2 Customer Roles

The Customer is responsible for providing timely access to and commitment from the following minimum key stakeholders. Multiple roles can be fulfilled by the same resource depending on deployment size and various other factors for the Customers.

Role	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"><li>• Determine minimum requirement set and lead use case prioritization decisions</li><li>• Serve as main point of escalation for high impact items</li><li>• Provide key scope, branding, and design decisions, and commitment to helping communicate project updates</li></ul>
Lead Project Manager	<ul style="list-style-type: none"><li>• Dedicated project manager required for entire duration of this engagement to work with the Box team on coordination activities for this engagement</li></ul>

Role	Key Responsibilities
Technical Lead	<ul style="list-style-type: none"> <li>Act as the main technical lead and serves as Box admin for implementation to implement key technical design and configuration decisions</li> <li>Identify and onboard appropriate technical SMEs for integration and configuration of 3<sup>rd</sup> party applications with Box</li> </ul>
Change Management Lead	<ul style="list-style-type: none"> <li>Assist with preparing, finalizing, and driving delivery of communications and engagement activities</li> <li>Assist with coordinating and delivering trainings and collection of end user feedback</li> </ul>
Compliance Lead	<ul style="list-style-type: none"> <li>Responsible for providing requirements and validation of compliance in the context of the use case</li> </ul>
Business Champions	<ul style="list-style-type: none"> <li>Provides input on business requirements and current state</li> <li>Active participants in onsite workshops for design of folder structures and feedback sessions</li> </ul>

### 3.3 Use of Subcontractors

Box intends to subcontract Versafire to complete the Legacy ECM Content Migration Workstream. Versafire will be responsible for migrating the content from OpenText AppXtender and File360 into Box. This will include completing the following activities as part of the migration process:

- Analyzing the source content stores and developing the migration plan
- Connecting and configuring the migration tools to the source content stores
- Conduct the extraction, transformation, and loading of content from the source content stores into Box
- Providing migration status reports

Box remains the sole and ultimate party responsible for the entirety of the deliverables including the subcontractors works. Box may change or remove Versafire as the subcontractor on the work they are responsible for upon mutual written consent between the Parties. Such consent shall not be unreasonably withheld or delayed by Customer. Notwithstanding the foregoing Box is not responsible for any delays in performance resulting from the withholding or delay of consent by Customer.

  
**APPROVED BY:**  
 Dean Whiteside  
 8/4/23 12:16 PM

**APPROVED BY:** Kyle Croft  
  
 8/4/23 5:47 PM

## **Attachment CC, Exhibit 1 – Nevada DMV Retention Policies**

The following retention policies are from the Nevada State Library, Archive & Public Records website available at: <https://nsla.nv.gov/>. These retention policies are for Motor Vehicles under the Executive Branch Retention Schedules. This includes the following retention schedules:

- [Administrative Hearing Office](#)
- [Administrative Services Division](#)
- [Central Services Division](#)
- [Compliance Enforcement Division](#)
- [Field Services](#)
- [Motor Carrier Division](#)

The retention policies are detailed below.

# State of Nevada Approved Records Retention and Disposition Schedule

## Office of Administrative Hearings

Version Date: 2/2/2023

This version supersedes all previous versions.

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### 1995036 Administrative Hearing Records

**Description:** These records document cases which have appeared before the Division of Administrative Hearings on actions concerning the driving privileges of individuals. The records may include but are not limited to: case history sheet, temporary license documentation, Notice of Administrative Hearing, subpoenas, Findings of Fact, Conclusion of Law and Decision, Notice of Right to Administrative and Judicial Review, Notice of Revocation, exhibits, transcripts of the hearing, associated documentation and related correspondence.

**Retention:** Retain for two (2) calendar years from the end of the calendar year in which the case was closed or judgement was finalized.

**Disposition:** Destroy Securely



# State of Nevada Approved Records Retention and Disposition Schedule

## Administrative Services Division

Version Date: 2/7/2023

This version supersedes all previous versions.

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### **1995014 Account Balance Report**

Description: These records document the activity of selling agencies. Records may include but are not limited to itemized accounting documentation, Vendor Report, associated documentation and related correspondence.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

### **1995015 Bad Check Report**

Description: These records document outstanding bad checks. The record includes the report only.

Retention: Retain for one (1) calendar month from the calendar month in which the report is superseded.

Disposition: Destroy Securely

### **1985026 Motor Carrier Cash Bond Records**

Description: These records document the payment of Motor Carrier Cash Bonds for Fuel Industry Accounts. The records may include but are not limited to cash bonds, surety bonds, letters of credit, savings certificates, certificate of deposit, investment certificates, associated documentation and related correspondence.

Retention: Retain for seven (7) fiscal years from the end of the fiscal year in which the bond is closed.

Disposition: Destroy

### **1995017 Privilege Tax to Counties Report**

Description: These records document the tax revenue paid to each county monthly. The records may include but are not limited to finalized report, county letters, associated documentation and related correspondence.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

### **1995018 Remittances Report**

Description: These records document the distribution of funds in the Department budget to other state agencies. The records include the report only.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2005115 Abandoned Vehicle & Suspended Registrations Files**

Reviewed: 02/11/2009

Description: This record series documents the suspension of the registration of abandoned vehicles by the DMV (See NRS 487.205 to 487.300). The record may include but is not limited to: Copies of vehicle registrations and related documentation; Copies of notifications (including law enforcement agencies and DMV); Affidavits and related documentation (See NRS 487.235); Related correspondence.

Retention: Retain these records for a period of three (3) calendar years from the date of suspension or the date of reinstatement of the registration of the vehicle.

Disposition: Destroy Securely

### **2002064 Accident Case Files**

Reviewed: 05/11/2011

Description: These records document the report of accidents. The files may include, but are not limited to: Traffic Accident Report with associated documentation; Insurance documentation; Copies of court records; Liability and financial responsibility documentation; Associated correspondence.

Retention: Retain these records for a period of six (6) calendar years after the closure of the case.

Disposition: Destroy Securely

### **2002058 Commercial Driver License System Daily Transaction Report**

Reviewed: 10/08/2003

Description: This record series administers the process of verifying and correcting data entered into the computer system dealing with commercial driver licenses transactions. The files consist of the computer generated report "Commercial Driver License System Daily Transaction Report (MGPD 2500 job number 115980)" with associated notes and memos.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2002066 Conviction Deletion List**

Reviewed: 10/08/2003

Description: This is a computer printout which documents the daily deletions from the parent program (Conviction Transaction List #2803), due to errors, court changes, duplications, etc.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2000071 Demand Letters**

Reviewed: 10/08/2003

Description: This record series is used to request information from vehicle owner to demand an outstanding title needed for a current transaction (such as transfer of ownership). The files may contain: copy of letter sent, backup documentation as listed for title files and related documentation.

Retention: Retain this record series for a period of (3) calendar years from the date written if no response is received from the addressee. If an appropriate response is received, this record series will become part of the Vehicle Title File.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2009032 DMV Records Requests**

Reviewed: 08/12/2009

Description: These records document the request for information maintained by the DMV that may or may not be charged a fee for providing (See NRS 481.063). These records may contain, but are not limited to: Written requests including written releases (NRS 481.063 (2)); National Driver requests with supportive documentation; Notarized affidavits (NRS 463.063 (10)); Billing Statements, invoices and other fiscal documents; Computer reports and printouts of information requested (NRS 481.063 (10)(c)); Related correspondence.

Retention: Retain these records for a period of five (5) fiscal years from the end of the fiscal year to which they pertain.

Disposition: Destroy Securely

### **2002063 Driver's License Medical Files**

Reviewed: 10/08/2003

Description: This record series administers and documents the application of persons with disabilities (see NRS 482.3835 for definition) to receive a drivers license as required by NRS 483.348 to 483.349 and NAC 483.280 to 483.415 or as determined by the department under NAC 483.330 (7). The series may contain; Medical reports, correspondence, notes, and physicians statement certifying the disability.

Retention: Retain for a period of seven (7) years from the expiration, suspension or revocation of the license.

Disposition: Destroy Securely

### **2005116 Drivers License Records**

Reviewed: 05/11/2011

Description: These records documents the issuance of, modifications to, and use of drivers' licenses. The record series may include, but is not limited to: Applications with supportive documentation; Physical exams and driving tests with associated records; Personal identifying data including legal name, address, contact information, etc.; Copies of convictions, insurance data, police reports, complaints, etc.; Related correspondence.

Retention: Retain these records for a period of fifty-five (55) calendar years from the date of suspension, revocation or expiration of the license.

Disposition: Destroy Securely

### **2000072 Incomplete Title File**

Reviewed: 07/22/2009

Description: This record series is used to correct erroneous title information and is held pending corrective action. The files may contain, but are not limited to: Previous owner's title; Bills of sale; Junk certificate (which has no VIN); Associated documentation; Related correspondence.

Retention: Retain these records for a period of three (3) calendar years if the missing or erroneous information is not received or corrected. When all proper information is received, this record series will become part of the Vehicle Title File. The hard copy may be disposed of 90 days after conversion to an electronic media (a security backup copy is required in accordance with NRS 239.051).

Disposition: Destroy Securely

### **2009026 Insurance Verification System**

Reviewed: 10/19/2011

Description: These records are used to validate motor vehicle insurance (See NRS 485.185, 485.313 to 485.318 and NAC 485.150 to 485.190). These records may be used to impose vehicle registration and driver's license suspensions and to impose fees and fines in order to reinstate vehicle registration (See Section 2 of SB 323, 2011 Legislative Session). The record may contain, but is not limited to: Insurance company data; Vehicle owner data; Verifying data; Fees and fines records; Related data.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the data pertains.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2002137 Lien Notices - Vehicles**

Reviewed: 04/11/2012

Description: This record series documents the receipt of notification to the DMV of upcoming lien sales of specific vehicles required by NRS 108.310 (1)(b). The files may contain: copy of notification of lien sale from lien holder with related notes.

Retention: Retain this record series for a period of ninety (90) days from receipt of the notice.

Disposition: Destroy

### **2002059 Problem Driver Pointer System Daily Transaction Report**

Reviewed: 10/08/2003

Description: This record series administers the process of verifying and correcting data entered into the computer system dealing with problem driver pointer system. This system verifies whether a person is eligible to be licensed, and the computer printout is used to check and verify the data in the computer system. The files consist of the computer generated report "Problem Driver Pointer System Daily Transaction Report (MGPD 2500 job number 11580)" with associated notes and memos.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2014207 Real ID Act Validation Documentation**

Reviewed: 09/10/2014

Description: These records contain documentation used to validate identification for a driver's license or identification card under the federal Real ID Act (see 6 CFR Part 37.11). The files may contain, but are not limited to, evidence of lawful status in the U.S.

Retention: Retain these records for a period of ten (10) calendar years from the date of issuance for a driver's license or identification card.

Disposition: Destroy Securely

### **1995012 Refunds/Fees**

Reviewed: 10/08/2003

Description: This record series applies to any registration fee that is refunded. May contain a copy of registration, military veteran exemption, supporting documents showing reason for refund, refund application form, etc. File is maintained in alphabetic sequence by name of registered owner.

Retention: Retain this record series for a period of three (3) fiscal years from the fiscal year to which the records pertain.

Disposition: Destroy Securely

### **2001039 Returned Registration Renewals**

Reviewed: 10/08/2003

Description: This record series documents the motor vehicle registration notices sent out by DMV that were returned by the postal system as undeliverable. The record series consists of the envelope with the enclosed renewal notice.

Retention: Retain this record series for a period of thirty (30) days from the date the letter was returned.

Disposition: Destroy Securely



## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2002105      Sealed Records**

Reviewed: 05/11/2011

Description: This record series contains the documents ordered sealed by a court of record in accordance with state and federal laws (for example, see NRS 62.370-380, NRS 179.245 to 179.301). The record series may contain, but is not limited to: Court orders; Records ordered sealed; Related correspondence.

Retention: Retain these records for a period of fifty-five (55) calendar years from the order sealing the records.

Disposition: Destroy Securely

### **1995013      Special Permits/Fees**

Reviewed: 10/08/2003

Description: This record series contains copies of special permits issued which also serve as a receipt if a fee is charged for the permit. Contains: Driveaway Permits (RD-110), In-State Movement Permits (RD-109), Parade Permits (RD-44).

Retention: Retain this record series for a period of three (3) fiscal years from the fiscal year in which the permit was issued.

Disposition: Destroy Securely

### **2002061      Special Plates Records**

Reviewed: 01/03/2014

Description: This record series administers and documents the issuance of special license plates. The files may consist of application forms, computer verification reports, receipts and similar documents.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the special plate was issued.

Disposition: Destroy

### **2002067      Undercover Driver License Files**

Reviewed: 09/08/2010

Description: This record series administers and documents the process of issuing undercover driver licenses (See NRS 483.340 (2)). It also documents the return of the licenses at the end of the investigation or when the holder is pulled off the investigation (See NAC 483.700). The files may consist of, but are not limited to: Applications with associated documentation; Receipt of license; Returned license; Related correspondence.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the license was issued.

Disposition: Destroy Securely

### **2005011      Undercover Vehicle Registration Files**

Reviewed: 09/08/2010

Description: This record series administers and documents the process of issuing undercover vehicle registrations (See NRS 483.340 (2)). The files may consist of, but are not limited to: Applications with associated documentation; Copy of the vehicle registration; Documentation of license plate and stickers issued; Related correspondence.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the registration was cancelled.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2002062 Vehicle Registration Files**

Reviewed: 01/11/2012

Description: This record series documents the registration of vehicles in Nevada by the DMV (See NRS 482.215 et seq.). The record series may contain, but is not limited to, information on: Vehicle description and identification number (VIN number); The name/address of registered owner/operator; Information on registration charges; Expiration date.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the data pertains.

Disposition: Destroy Securely

### **2003149 Vehicle Title File**

Reviewed: 09/10/2014

Description: These records document the titling of vehicles in the State of Nevada (See particularly NRS Chapters 481 and 482). The records may contain, but are not limited to: manufacturer's statement of origin, bill of sale, odometer reading, Secure Power of Attorney, and copy of title.

Note: NRS 482.173 (1) requires DMV to retain the original paper Secure Power of Attorney and signed Title documentation for one calendar year.

Retention: Retain these records for a period of twenty (20) calendar years from any change to or transfer of the vehicle title or final disposition of the vehicle.

Disposition: Destroy Securely

### **2002065 Withdrawal Deletes**

Reviewed: 10/08/2003

Description: This record series documents and verifies the daily deletions of withdrawals from drivers license records on the electronic records keeping system of DMV. The files consist of a computer printout called Program 2804 with related notes and memos.

Retention: Retain for a period of three (3) calendar months after its print out date and then dispose of the records.

Disposition: Destroy

# State of Nevada Approved Records Retention and Disposition Schedule

Compliance Enforcement

Schedule ID # 761305

Version Date: 5/8/2019

This version supersedes all previous versions.

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## 2000060 Licensing File

**Description:** These records document the licensing process for entities and individuals as required by the Department of Motor Vehicles. Licensees may include but are not limited to: Body Shops, Brokers, Dealers, Driving Schools, DUI Schools, Emission Control Stations, Emission Inspectors, Garages, Instructors, Salesmen, Traffic Safety Schools, Wrecker, and Salvage Pools. The records may include but are not limited to: license application, personal history questionnaire, surety bond, insurance certificate, city or county business license, corporate documents, associated documentation, and related correspondence.

**Retention:** Retain for three (3) calendar years from the end of the calendar year in which the license expires or is terminated.

**Disposition:** Destroy Securely

## State of Nevada Field Services Division

Version Date: 2/28/2014

### **2003004 Vehicle Registration Files: Field Offices**

Reviewed: 01/11/2012

Description: This record series administers the registration of vehicles by field offices in accordance with NRS 482.215. The files may contain, but are not limited to: Signed application for vehicle registration form with supportive documentation; Dealer's report of sale forms; Plates turned in report; Fee record (a printout detailing types of fees, amount of fee, date paid, payment method and similar data); Vehicle inspection certificate; Out of state DMV documents; Affidavit of non-operation" forms; Original and copies of vehicle registration certificate and receipt; Related correspondence.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the records pertains.

Disposition: Destroy Securely



# State of Nevada Approved Records Retention and Disposition Schedule

## Motor Carrier Division

Version Date: 3/17/2021

This version supersedes all previous versions.

### 1988172 Deposit Listing Records

Description: These records document the daily deposits received from taxpayers. The records may include but are not limited to daily report, associated documentation, and related correspondence (NRS 706.196).

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which payment was received or resolved by the Division.

Disposition: Destroy

### 2003088 Fuel Audit Records

Description: These records document the investigation and audits of special fuel dealers, motor fuel suppliers and interstate audits (49 USC §31701 et seq., NRS 366.150, NRS 706.826). The records may include but are not limited to: receipts, invoices, supporting schedules, mileage reports, shipment and delivery records, tax submittals, associated documentation, and related correspondence.

Retention: Retain for four (4) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2003145 International Fuel Tax Agreement (IFTA)

Description: These records document the receipt, payment, and audit of fuel tax fees from other states in accordance with the International Fuel Tax Agreement (IFTA) (49 USC § 31701 et. Seq., NRS 366 and 706). The records may include but are not limited to: submittal receipts, transmittal documents, computer reports, tax schedules, associated documentation, and related correspondence.

Retention: Retain for five (5) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2003144 International Registration Plan (IRP) Records

Description: These records document the receipt, payment, and audit of apportionment fees from other states in accordance with the International Registration Plan (IRP) (49 USC § 31701 et. Seq., NRS 366 and 706). The records may include but are not limited to: submittal receipts, transmittal documents, computer reports, tax schedules, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2001048 Motor Carrier Audit Records

Description: These records document the audits of individual carriers (NRS 366.140 et seq. and NRS 706.196 et seq.). The records may include but are not limited to: worksheets, audit reports, associated documentation, and related correspondence.

Retention: Retain for six (6) calendar years from the end of the calendar year in which the audit was completed.

Disposition: Destroy Securely

### 1988170 Motor Carrier Bond Records

Description: These records document the bonds posted by motor carriers and motor fuel suppliers from the first issuance of a license. The records may include but are not limited to: bond documentation, associated documentation, and related correspondence.

Retention: Retain for three (3) calendar years from the end of the calendar year from the date operations were terminated.

Disposition: Destroy

### 2001047 Motor Carrier Master Files

Description: These records document the activity of the Motor Carrier Division, including licensing, renewals, taxes, bonds and insurance (NRS 366.140, 366.150 et seq., NRS 365.130 et seq., NRS 706.196 et seq., and NRS 482). The records may include but are not limited to: applications for license, license renewals, copies of audit reports, copies of Motor Carrier Quarterly Fuel Tax reports, bond and insurance information, associated documentation, and related correspondence.

Retention: Retain for six (6) calendar years from the end of the calendar year in which the registration or renewal was due.

Disposition: Destroy Securely

## Motor Carrier Division

Version Date: 3/17/2021

This version supersedes all previous versions.

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### 8174 Motor Carrier Permits

Description: These records document the sales of each officer or vendor who sells temporary permit licenses (NRS 706.791). The records may include but are not limited to: summary, yellow copy of permit by Department Field Office, associated documentation, and related correspondence.

Retention: Retain for three (3) calendar years from the end of the calendar year in which the permit license is issued.

Disposition: Destroy

### 1998064 Motor Vehicle Fuel Tax Collection and Distribution Statistical Report

Description: These records document the collection and distribution of motor vehicle fuel taxes (NRS 706.791). The records may include but are not limited to: Motor Vehicle Fuel Tax Collection and Distribution Statistical Report, reports from motor fuel distributors, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the report is finalized.

Disposition: Permanent: Transfer to State Archives

### 1998056 Motor Vehicle Fuel Tax Refund Records

Description: These records document the refund of taxes collected from the sale of fuels for motor vehicles and aircraft. The records may include but are not limited to: applications for refund, registration forms, renewal memos and listings, vouchers payable, billing statements, reissues of warrants, daily activity listings, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the refund was processed.

Disposition: Destroy

## Attachment CC, Exhibit 2 – OpenText Document Classes and Fields

### AppXtender Document Classes and Fields

APP ID	APP NAME	COL NUM	COL DESC	COL WIDTH	DATA TYPE ID	DATA TYPE
20	VEHICLES	1	NAME	50	0	Text
20	VEHICLES	2	VIN	50	0	Text
20	VEHICLES	3	TITLE #	50	0	Text
20	VEHICLES	4	PLATE #	10	0	Text
20	VEHICLES	5	LIEN HOLDER	50	0	Text
20	VEHICLES	6	DOC TYPE	21	11	List
20	VEHICLES	7	INDEX TYPE	2	11	List
20	VEHICLES	8	SUB TYPE	27	11	List
20	VEHICLES	9	REPORT NAME	30	0	Text
20	VEHICLES	10	BATCH NAME	50	0	Text
20	VEHICLES	11	EMPLOYEE ID	4	1	Integer
20	VEHICLES	12	ROLL	10	0	Text
20	VEHICLES	13	FRAME	8	2	c
21	DRIVERS	1	NAME	50	0	Text
21	DRIVERS	2	DL#	18	0	Text
21	DRIVERS	3	DOB	10	3	Date
21	DRIVERS	4	SSN	11	6	SSN
21	DRIVERS	5	DOC TYPE	20	11	List
21	DRIVERS	6	INDEX TYPE	52	11	List
21	DRIVERS	7	WITHDRAWL TYPE	6	0	Text
21	DRIVERS	8	CASE/CITATION #	30	0	Text
21	DRIVERS	9	CITE DATE	10	3	Date
21	DRIVERS	10	ACCOUNT CODE	4	1	Integer
21	DRIVERS	11	REPORT NAME	30	0	Text
21	DRIVERS	12	BATCH NAME	60	0	Text
21	DRIVERS	13	EMPLOYEE ID	4	0	Text
21	DRIVERS	14	ROLL	10	0	Text
21	DRIVERS	15	FRAME	8	2	c
22	TITLES_RETURNED_MAIL	1	VIN	18	0	Text
22	TITLES_RETURNED_MAIL	2	TITLE #	12	0	Text
22	TITLES_RETURNED_MAIL	3	NAME	50	0	Text
22	TITLES_RETURNED_MAIL	4	DATE STAMP	10	3	Date
22	TITLES_RETURNED_MAIL	5	BATCH NAME	40	0	Text
22	TITLES_RETURNED_MAIL	6	EMPLOYEE ID	5	1	Integer

23	ADDRESS_CHANGES	1	DLN	20	0	Text
23	ADDRESS_CHANGES	2	NAME	50	0	Text
23	ADDRESS_CHANGES	3	DOB	10	3	Date
23	ADDRESS_CHANGES	4	SSN	11	6	SSN
23	ADDRESS_CHANGES	5	DATE STAMP	10	3	Date
23	ADDRESS_CHANGES	6	BATCH NAME	30	0	Text
23	ADDRESS_CHANGES	7	EMPLOYEE ID	5	1	Integer
23	ADDRESS_CHANGES	8	ROLL	8	0	Text
23	ADDRESS_CHANGES	9	FRAME	8	2	Decimal/Numerical

24	MC_SUPPLIER_TAX_RETURNS	1	ACCOUNT NAME	60	0	Text
24	MC_SUPPLIER_TAX_RETURNS	2	ACCOUNT NUMBER	10	0	Text
24	MC_SUPPLIER_TAX_RETURNS	3	MONTH AND YEAR	5	0	Text
24	MC_SUPPLIER_TAX_RETURNS	4	SCANNED BY	30	0	Text

25	MC_FUEL_USER_TAXRETURNS	1	ACCOUNT NUMBER	10	0	Text
25	MC_FUEL_USER_TAXRETURNS	2	ACCOUNT NAME	60	0	Text
25	MC_FUEL_USER_TAXRETURNS	3	DATE QUARTER	19	0	Text
25	MC_FUEL_USER_TAXRETURNS	4	FEIN	30	0	Text
25	MC_FUEL_USER_TAXRETURNS	5	DOC TYPE	2	11	User-defined List
25	MC_FUEL_USER_TAXRETURNS	6	SCANNED BY	30	0	Text

26	MC_MC45_REFUND	1	ACCOUNT NAME	50	0	Text
26	MC_MC45_REFUND	2	PERIOD BEGIN DATE	10	0	Text
26	MC_MC45_REFUND	3	PERIOD END DATE	10	0	Text
26	MC_MC45_REFUND	4	ACCOUNT NUMBER	20	0	Text
26	MC_MC45_REFUND	5	FEIN	30	0	Text
26	MC_MC45_REFUND	6	SCANNED BY	30	0	Text

27	MC_LICENSING_FILES	1	ACCOUNT NAME	50	0	Text
27	MC_LICENSING_FILES	2	ACCOUNT NUMBER	20	0	Text
27	MC_LICENSING_FILES	3	DATE	8	0	Text
27	MC_LICENSING_FILES	4	SCANNED BY	30	0	Text

28	MC_TRANSMITTALS	1	TRANSMITTAL TYPE	20	11	User-defined List
28	MC_TRANSMITTALS	2	STATE	6	0	Text
28	MC_TRANSMITTALS	3	PERIOD BEGIN DATE	8	0	Text
28	MC_TRANSMITTALS	4	PERIOD END DATE	8	0	Text
28	MC_TRANSMITTALS	5	SCANNED BY	30	0	Text

29	MC_PIPELINE_REPORTS	1	COMPANY	32	11	User-defined List
29	MC_PIPELINE_REPORTS	2	DATE	5	0	Text
29	MC_PIPELINE_REPORTS	3	SCANNED BY	30	0	Text

31	MC_GAS_TAX_REFUND_APP	1	ACCOUNT NAME	50	0	Text
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31	MC_GAS_TAX_REFUND_APP	2	FEIN	10	0	Text
31	MC_GAS_TAX_REFUND_APP	3	ACCOUNT NUMBER	10	0	Text
31	MC_GAS_TAX_REFUND_APP	4	SCANNED BY	30	0	Text
32	MC_SUPPLIER_LIC_FILES	1	ACCOUNT NAME	50	0	Text
32	MC_SUPPLIER_LIC_FILES	2	ACCOUNT NUMBER	10	0	Text
32	MC_SUPPLIER_LIC_FILES	3	SCANNED BY	30	0	Text
33	MC_COMPLETED_AUDITS	1	ACCOUNT NAME	50	0	Text
33	MC_COMPLETED_AUDITS	2	ACCOUNT NUMBER	10	0	Text
33	MC_COMPLETED_AUDITS	3	AUDIT TYPE	10	0	Text
33	MC_COMPLETED_AUDITS	4	SCANNED BY	30	0	Text
37	MC_TRANSPORTERS_EXPORTERS	1	ACCOUNT NAME	50	0	Text
37	MC_TRANSPORTERS_EXPORTERS	2	ACCOUNT NUMBER	10	0	Text
37	MC_TRANSPORTERS_EXPORTERS	3	DATE	5	0	Text
37	MC_TRANSPORTERS_EXPORTERS	4	FEIN	20	0	Text
37	MC_TRANSPORTERS_EXPORTERS	5	DOC TYPE	11	11	List
37	MC_TRANSPORTERS_EXPORTERS	6	SCANNED BY	30	0	Text
38	MC_LETTERS	1	ACCOUNT NUMBER	10	0	Text
38	MC_LETTERS	2	ACCOUNT NAME	100	0	Text
38	MC_LETTERS	3	DEPARTMENT	9	11	List
38	MC_LETTERS	4	SCANNED BY	30	0	Text
39	MC_REFUNDS	1	ACCOUNT NAME	100	0	Text
39	MC_REFUNDS	2	ACCOUNT NUMBER	10	0	Text
39	MC_REFUNDS	3	DATE	5	0	Text
39	MC_REFUNDS	4	DOC TYPE	2	11	List
39	MC_REFUNDS	5	SCANNED BY	30	0	Text
40	TITLES_CORRESPONDENCE	1	VIN	30	0	Text
40	TITLES_CORRESPONDENCE	2	DATE	10	3	Date
40	TITLES_CORRESPONDENCE	3	BATCH NAME	50	0	Text
41	MC_HEARING_FILES	1	CARRIER NAME	150	0	Text
41	MC_HEARING_FILES	2	ACCOUNT NUMBER	50	0	Text
41	MC_HEARING_FILES	3	YEAR FILED	4	0	Text
41	MC_HEARING_FILES	4	DEPARTMENT	25	11	List
41	MC_HEARING_FILES	5	SCANNED BY	50	0	Text
42	MC_VENDOR_PAYMENTS	1	VENDOR NAME	100	0	Text
42	MC_VENDOR_PAYMENTS	2	PERIOD BEGINNING	10	3	Date
42	MC_VENDOR_PAYMENTS	3	PERIOD ENDING	10	3	Date
42	MC_VENDOR_PAYMENTS	4	SCANNED BY	50	0	Text



43	MC_ACCOUNT_CODE_ADJUSTMENT	1	CARRIER #	5	1	Integer
43	MC_ACCOUNT_CODE_ADJUSTMENT	2	FISCAL YEAR ORIGINAL TRANSACTION	4	1	Integer
43	MC_ACCOUNT_CODE_ADJUSTMENT	3	DATE	10	3	Date User-defined
43	MC_ACCOUNT_CODE_ADJUSTMENT	4	DOC TYPE	12	11	List
44	MC_STATS	1	SECTION	50	0	Text User-defined
44	MC_STATS	2	REPORT TYPE	9	11	List
44	MC_STATS	3	REPORT DATE	38	0	Text
44	MC_STATS	4	SCANNED BY	30	0	Text
45	MC_LEGISLATIVE_SESSION	1	DOC TYPE	21	11	User-defined List
45	MC_LEGISLATIVE_SESSION	2	YEAR	4	1	Integer
45	MC_LEGISLATIVE_SESSION	3	SCANNED BY	25	0	Text
46	MC_TRANSPORT_TOPICS	1	DATE	10	3	Date
46	MC_TRANSPORT_TOPICS	2	SCANNED BY	25	0	Text
47	MC_REPORTS	1	REPORT TYPE	32	11	User-defined List
47	MC_REPORTS	2	DATE	10	3	Date
47	MC_REPORTS	3	SCANNED BY	25	0	Text
48	MC_PERMITS	1	PERMIT TYPE	13	11	User-defined List
48	MC_PERMITS	2	PERMIT #	20	0	Text
48	MC_PERMITS	3	ACCOUNT #	30	0	Text
48	MC_PERMITS	4	VIN #	35	0	Text
48	MC_PERMITS	5	PLATE #	10	0	Text
48	MC_PERMITS	6	NAME	50	0	Text
48	MC_PERMITS	7	PERMIT DATE	10	3	Date
48	MC_PERMITS	8	SCANNED BY	25	0	Text
49	SPECIAL_PLATES	1	NAME	50	0	Text
49	SPECIAL_PLATES	2	PLATE #	10	0	Text
49	SPECIAL_PLATES	3	LETTER DATE	8	3	Date
49	SPECIAL_PLATES	4	DOB	10	3	Date
49	SPECIAL_PLATES	5	BATCH NAME	50	0	Text
49	SPECIAL_PLATES	6	EMPLOYEE ID	6	1	Integer
50	CI_RETURNED_DLS	1	NAME	50	0	Text
50	CI_RETURNED_DLS	2	DL#	50	0	Text
50	CI_RETURNED_DLS	3	BATCH NAME	50	0	Text
50	CI_RETURNED_DLS	4	EMPLOYEEID	4	1	Integer
50	CI_RETURNED_DLS	5	ROLL	15	0	Text Decimal/Numeri
50	CI_RETURNED_DLS	6	FRAME	9	2	c

51	REGISTRATION	1	NAME	100	0	Text
51	REGISTRATION	2	PLATE NUMBER	8	0	Text
51	REGISTRATION	3	VIN	20	0	Text
51	REGISTRATION	4	TECH NUMBER	5	1	Integer
51	REGISTRATION	5	DOB	10	3	Date
51	REGISTRATION	6	EMPLOYEE ID	5	1	Integer
51	REGISTRATION	7	BATCH NAME	50	0	Text
51	REGISTRATION	8	ROLL	12	0	Text
51	REGISTRATION	9	FRAME	12	2	Decimal/Numeri c
52	SEALED_RECORDS	1	NAME	100	0	Text
52	SEALED_RECORDS	2	DOB	10	3	Date
52	SEALED_RECORDS	3	DL	15	0	Text
52	SEALED_RECORDS	4	TECH NUMBER	5	1	Integer
52	SEALED_RECORDS	5	BATCH NAME	50	0	Text
52	SEALED_RECORDS	6	EMPLOYEE ID	10	1	Integer
52	SEALED_RECORDS	7	ROLL	15	0	Text
52	SEALED_RECORDS	8	FRAME	10	2	Decimal/Numeri c
53	MC_SUPPLIER_AMENDED_TAX_RETUR NS	1	ACCOUNT NAME	60	0	Text
53	MC_SUPPLIER_AMENDED_TAX_RETUR NS	2	ACCOUNT NUMBER	10	1	Integer
53	MC_SUPPLIER_AMENDED_TAX_RETUR NS	3	MONTH AND YEAR	5	0	Text
53	MC_SUPPLIER_AMENDED_TAX_RETUR NS	4	SCANNED BY	50	0	Text
54	MC_GPS_RECORDS	1	NAME	100	0	Text
54	MC_GPS_RECORDS	2	ACCOUNT NUMBER	10	0	Text
54	MC_GPS_RECORDS	3	SCANNED BY	50	0	Text
55	OBL_LICENSES	1	LICENSE NUMBER	20	0	Text
55	OBL_LICENSES	2	NAME	80	0	Text
55	OBL_LICENSES	3	DOC TYPE	64	11	User-defined List
56	OBL_OCCUPATIONAL_LICENSES	1	LICENSE NUMBER	30	0	Text
56	OBL_OCCUPATIONAL_LICENSES	2	NAME	80	0	Text
56	OBL_OCCUPATIONAL_LICENSES	3	DOC TYPE	59	11	User-defined List
57	MC_TS_REPORTS	1	REPORT ID	20	0	Text
57	MC_TS_REPORTS	2	REPORT NAME	100	0	Text
57	MC_TS_REPORTS	3	START DATE	11	3	Date
57	MC_TS_REPORTS	4	END DATE	11	3	Date
57	MC_TS_REPORTS	5	ACCOUNT #	20	0	Text
57	MC_TS_REPORTS	6	FEIN	20	0	Text
58	_FORMS	1	FORM NAME	12	0	Text

58	_FORMS	2	FORM TYPE	5	11	User-defined List
58	_FORMS	3	FORM UNITS	2	11	User-defined List
58	_FORMS	4	TOP OFFSET	6	2	Decimal/Numeri c
58	_FORMS	5	LEFT OFFSET	6	2	Decimal/Numeri c
58	_FORMS	6	CPI	6	2	Decimal/Numeri c
58	_FORMS	7	LPI	6	2	Decimal/Numeri c
58	_FORMS	8	ORIENTATION	9	11	User-defined List
58	_FORMS	9	RESIZE RATIO X	6	2	Decimal/Numeri c
58	_FORMS	10	RESIZE RATIO Y	6	2	Decimal/Numeri c
59	CDL_MEDICAL	1	INDIVIDUAL ID	20	0	Text User-defined
59	CDL_MEDICAL	2	DOC TYPE	20	11	List
59	CDL_MEDICAL	3	DATE SCANNED	11	3	Date
60	TITLES-DEALER_TRANSMITTALS	1	DEALERS NAME	50	0	Text
60	TITLES-DEALER_TRANSMITTALS	2	DATE	11	3	Date
60	TITLES-DEALER_TRANSMITTALS	3	BATCH NAME	50	0	Text
61	OHV_VEHICLES	1	NAME	50	0	Text
61	OHV_VEHICLES	2	VIN	50	0	Text
61	OHV_VEHICLES	3	TITLE #	50	0	Text
61	OHV_VEHICLES	4	LIEN HOLDER	50	0	Text
61	OHV_VEHICLES	5	DATE	11	3	Date User-defined
61	OHV_VEHICLES	6	DOC TYPE	21	11	List User-defined
61	OHV_VEHICLES	7	INDEX TYPE	2	11	List
61	OHV_VEHICLES	8	BATCH NAME	50	0	Text
61	OHV_VEHICLES	9	EMPLOYEE ID	5	1	Integer
62	OHV_TRANSMITTALS	1	DEALERS NAME	100	0	Text
62	OHV_TRANSMITTALS	2	DATE	11	3	Date
62	OHV_TRANSMITTALS	3	BATCH NAME	50	0	Text
63	_RETENTION_TEST	1	FILENAME	50	0	Text
63	_RETENTION_TEST	2	DOCUMENT DATE	11	3	Date
64	SOURCE_DOCUMENTS	1	INDIVIDUAL ID	20	0	Text User-defined
64	SOURCE_DOCUMENTS	2	DOC TYPE	8	11	List
64	SOURCE_DOCUMENTS	3	TRANSACTION DATE	11	3	Date
65	MC_MC413_REFUNDS	1	ACCOUNT NAME	50	0	Text
65	MC_MC413_REFUNDS	2	PERIOD BEGIN DATE	10	0	Text

65	MC_MC413_REFUNDS	3	PERIOD END DATE	10	0	Text
65	MC_MC413_REFUNDS	4	ACCOUNT NUMBER	20	0	Text
65	MC_MC413_REFUNDS	5	FEIN	30	0	Text
65	MC_MC413_REFUNDS	6	SCANNED BY	30	0	Text
66	OHV_REJECT_LETTERS	1	NAME	60	0	Text
66	OHV_REJECT_LETTERS	2	VIN	30	0	Text
66	OHV_REJECT_LETTERS	3	SCANDATE	11	3	Date
67	ELT_LIENHOLDERS	1	LIENHOLDER NAME	60	0	Text
67	ELT_LIENHOLDERS	2	LIENHOLDER NUMBER	10	0	Text
67	ELT_LIENHOLDERS	3	DATE	11	3	Date
68	MOTOR_VOTERS	1	DATE	11	3	Date
68	MOTOR_VOTERS	2	NAME	100	0	Text
68	MOTOR_VOTERS	3	DLN	20	0	Text
68	MOTOR_VOTERS	4	DOB	11	3	Date
68	MOTOR_VOTERS	5	REF#	20	0	Text
68	MOTOR_VOTERS	6	SCAN_DATE	11	3	Date
69	MC_TXI_CLOSED_ACCOUNTS	1	ACCOUNT NAME	60	0	Text
69	MC_TXI_CLOSED_ACCOUNTS	2	ACCOUNT NUMBER	5	1	Integer User-defined
69	MC_TXI_CLOSED_ACCOUNTS	3	ACCOUNT TYPE	15	11	List
69	MC_TXI_CLOSED_ACCOUNTS	4	SCANNED BY	20	0	Text
70	MC_STATISTICAL_DISTRIBUTION	1	MM-YYYY	7	0	Text
70	MC_STATISTICAL_DISTRIBUTION	2	SCANNED BY	15	0	Text

## File360 Document Classes and Fields

APP ID	APP NAME	FLD ID	FLD NAME	DTY ID	TYPE	LENGT H	LFDN R	DISP TYP
1	DMV/PS AP (old IBS)	1001	Voucher #	6	String Field	20	1	E
1	DMV/PS AP (old IBS)	1002	Invoice #	6	String Field	20	2	E
1	DMV/PS AP (old IBS)	1003	Vendor #	6	String Field	30	3	E
1	DMV/PS AP (old IBS)	1004	Budget	6	String Field	30	4	E
1	DMV/PS AP (old IBS)	1005	FY	6	String Field	5	5	E
1	DMV/PS AP (old IBS)	1010	PYDOCNUMBER	6	String Field	12	6	E
2	NDI	1001	Voucher #	6	String Field	20	1	E
2	NDI	1002	Invoice #	6	String Field	20	2	E
2	NDI	1003	Vendor #	6	String Field	30	3	E
2	NDI	1004	Budget	6	String Field	30	4	E
2	NDI	1005	FY	6	String Field	5	5	E
2	NDI	1006	GL	6	String Field	4	6	E
2	NDI	1016	Invoice Date	6	String Field	8	7	E
2	NDI	1021	Account Number NDI Account	6	String Field	12	8	E
2	NDI	1023	Number	6	String Field	14	9	E
4	DMV Accounts Payable	1001	Voucher #	6	String Field	20	1	E
4	DMV Accounts Payable	1002	Invoice #	6	String Field	20	2	E
4	DMV Accounts Payable	1003	Vendor #	6	String Field	30	3	E
4	DMV Accounts Payable	1004	Budget	6	String Field	30	4	E
4	DMV Accounts Payable	1005	FY	6	String Field	5	5	E
4	DMV Accounts Payable	1006	GL	6	String Field	4	6	E
4	DMV Accounts Payable	1016	Invoice Date	6	String Field	8	7	E
6	PAYROLL	1009	PYBUDGET	6	String Field	4	1	E
6	PAYROLL	1010	PYDOCNUMBER	6	String Field	12	2	E
6	PAYROLL	1011	PYEMPID	6	String Field	5	3	E
6	PAYROLL	1012	PYPAYPERIOD	6	String Field	2	4	E
6	PAYROLL	1013	PYFISCALYEAR	6	String Field	2	5	E
6	PAYROLL	1014	PYNAME	6	String Field	30	6	E
6	PAYROLL	1015	PYINITIAL	6	String Field	1	7	E
6	PAYROLL	1119	PYDOCTYPE	6	String Field	2	8	E
7	Insurance Verification Program	1017	License Plate Number	6	String Field	12	1	E
7	Insurance Verification Program	1018	Vehicle Identificati Incident Begin	6	String Field	25	2	E
7	Insurance Verification Program	1019	Date	6	String Field	10	3	E
7	Insurance Verification Program	1020	Last Name	6	String Field	50	4	E
7	Insurance Verification Program	1025	LicExpDate	6	String Field	10	5	E



7	Insurance Verification Program	1026	Name	6	String Field	45	6	E
7	Insurance Verification Program	1027	Incident End Date	6	String Field	10	7	E
7	Insurance Verification Program	1028	VIN	6	String Field	25	8	E
12	IVP_03	1018	Vehicle Identificati License Plate	6	String Field	25	1	E
12	IVP_03	1017	Number	6	String Field	12	2	E
12	IVP_03	1019	Incident Begin Date	6	String Field	10	3	E
12	IVP_03	1020	Last Name	6	String Field	50	4	E
13	IVP_Certifieds	1018	Vehicle Identificati License Plate	6	String Field	25	1	E
13	IVP_Certifieds	1017	Number	6	String Field	12	2	E
13	IVP_Certifieds	1019	Incident Begin Date	6	String Field	10	3	E
13	IVP_Certifieds	1020	Last Name	6	String Field	50	4	E
13	IVP_Certifieds	1029	Vol_ID	6	String Field	45	5	E
14	IVP_Postcards	1028	VIN	6	String Field	25	1	E
14	IVP_Postcards	1017	License Plate	6	String Field	12	2	E
14	IVP_Postcards	1025	Number	6	String Field	10	3	E
14	IVP_Postcards	1020	LicExpDate	6	String Field	50	4	E
14	IVP_Postcards	1080	Last Name	6	String Field	10	5	E
14	IVP_Postcards	1081	Vehicle Access #	9	String Field	0	6	M,\$\$DATEL\$\$;3;_
14	IVP_Postcards	1081	Mailed Date	9	Date Field Date Time	0	7	M,\$\$DATETIMEL\$\$ ;3;_
14	IVP_Postcards	1082	Scanned Date	8	Field	0	8	L,19
14	IVP_Postcards	1083	Verified Flag	6	String Field	1	9	L,20
14	IVP_Postcards	1084	Unverified Flag	6	String Field	2	10	L,21
14	IVP_Postcards	1085	Action Code	6	String Field	50	11	E
14	IVP_Postcards	1086	Batch ID	6	String Field	25	1	E
26	IVP_Closings	1028	VIN	6	String Field	12	2	E
26	IVP_Closings	1017	License Plate	6	String Field	10	3	E
31	Bad Debt	1050	Number	6	String Field	38	1	E
31	Bad Debt	1051	Bad Check ID	6	String Field	10	2	E
31	Bad Debt	1052	Check Amount	6	String Field	10	3	E
31	Bad Debt	1053	Reg Number	6	String Field	15	4	E
31	Bad Debt	1054	Drivers License	6	String Field	3	5	E
31	Bad Debt	1055	Disposition Code	6	String Field	20	6	E
31	Bad Debt	1056	First Name	6	String Field	30	7	E
31	Bad Debt	1056	BD Last Name	6	String Field	38	1	E
32	BAD_DEBT	1050	Bad Check ID	6	String Field	10	2	E
32	BAD_DEBT	1051	Check Amount	6	String Field	10	3	E
32	BAD_DEBT	1052	Reg Number	6	String Field	10	3	E

32	BAD_DEBT	1053	Drivers License	6	String Field	15	4	E
32	BAD_DEBT	1054	Disposition Code	6	String Field	3	5	E
32	BAD_DEBT	1055	First Name	6	String Field	20	6	E
32	BAD_DEBT	1056	BD Last Name	6	String Field	30	7	E
34	IVP Reports	1059	Report Name	6	String Field	10	1	E
34	IVP Reports	1060	Date	9	Date Field	8	2	M,\$\$DATE\$\$;3;_
35	REVENUE Credit Cards	1061	Super Tran ID #	6	String Field	10	1	E
35	REVENUE Credit Cards	1060	Date	9	Date Field	8	2	M,\$\$DATE\$\$;3;_
35	REVENUE Credit Cards	1062	Office/Location	6	String Field	50	3	L,15
35	REVENUE Credit Cards	1063	Acct #	6	String Field	4	4	E
35	REVENUE Credit Cards	1064	Amount	11	Currency Field	0	5	M,\$\$MONEY\$\$;3;_
35	REVENUE Credit Cards	1065	Technician	6	String Field	4	6	E
36	BUDGET_old	1070	_FY1	6	String Field	2	1	E
36	BUDGET_old	1071	_BUDGET1	6	String Field	4	2	E
36	BUDGET_old	1067	_WP1	6	String Field	10	3	E
36	BUDGET_old	1068	_R1 RUN DATE	6	String Field	10	4	E
36	BUDGET_old	1069	_OTHER1	6	String Field	40	5	E
37	IVP Web Denial	1028	VIN License Plate	6	String Field	25	1	E
37	IVP Web Denial	1017	Number	6	String Field	12	2	E
38	Personnel Services - Medical	1072	Social Security No	6	String Field	9	1	E
38	Personnel Services - Medical	1073	Internal ID	6	String Field	9	2	E
38	Personnel Services - Medical	1026	Name	6	String Field	45	3	E
38	Personnel Services - Medical	1074	Subject Matter	6	String Field	10	4	L,16
38	Personnel Services - Medical	1075	Claim Number	6	String Field	20	5	E
38	Personnel Services - Medical	1076	Date of Record	9	Date Field	0	6	M,\$\$DATEL\$\$;3;_
38	Personnel Services - Medical	1077	Form Type	6	String Field	10	7	L,17
38	Personnel Services - Medical	1078	Misc	6	String Field	50	8	E
38	Personnel Services - Medical	1079	Retention Date	9	Date Field	0	9	M,\$\$DATEL\$\$;3;_
39	IVP_Postcards (new)	1028	VIN License Plate	6	String Field	25	1	E
39	IVP_Postcards (new)	1017	Number	6	String Field	12	2	E
39	IVP_Postcards (new)	1025	LicExpDate	6	String Field	10	3	E
39	IVP_Postcards (new)	1020	Last Name	6	String Field	50	4	E
39	IVP_Postcards (new)	1080	Vehicle Access #	6	String Field	10	5	E

				Long Integer			
40	BUDGET	1087	_FY	3	Field	0	1 E
40	BUDGET	1088	_BUDGET	6	String Field	10	2 L,022
40	BUDGET	1089	_WP	6	String Field	10	3 E
40	BUDGET	1090	_VERSION	6	String Field	10	4 L,023
40	BUDGET	1091	_DEC UNIT	6	String Field	100	5 E
40	BUDGET	1092	_OTHER	6	String Field	255	6 E

42	BAD DEBT	1093	Bad Debt No Driver's License	6	String Field	10	1 E
42	BAD DEBT	1095	No	6	String Field	15	2 E
42	BAD DEBT	1096	Plate No Super Transaction	6	String Field	8	3 E
42	BAD DEBT	1097	No	6	String Field	12	4 E
42	BAD DEBT	1028	VIN	6	String Field	25	5 E
42	BAD DEBT	1099	Business Name	6	String Field	255	6 E
42	BAD DEBT	1100	FirstName	6	String Field	50	7 E
42	BAD DEBT	1101	LastName	6	String Field	50	8 E
42	BAD DEBT	1103	STATUS INDIVIDUAL	6	String Field	10	9 L,24
42	BAD DEBT	1110	NAME	6	String Field	100	10 E

43	INSURANCE\SI COMPANIES	1102	NAIC	6	String Field	5	1 E
43	INSURANCE\SI COMPANIES	1099	Business Name	6	String Field	255	2 E
43	INSURANCE\SI COMPANIES	1104	Year	6	String Field	4	3 E
43	INSURANCE\SI COMPANIES	1105	Packet Type	6	String Field	10	4 L,26

				Long Integer			
44	REVENUE RECOVERY	1106	BAD DEBT ID DRIVERS LICENSE	3	Field	0	1 E
44	REVENUE RECOVERY	1107	NO	6	String Field	25	2 E
44	REVENUE RECOVERY	1108	PLATE NO	6	String Field	10	3 E
44	REVENUE RECOVERY	1109	SUPER TRANS ID INDIVIDUAL	3	Field	0	4 E
44	REVENUE RECOVERY	1110	NAME CHECK WRITER	6	String Field	100	5 E
44	REVENUE RECOVERY	1111	NAME	6	String Field	100	6 E
44	REVENUE RECOVERY	1112	TITLE NO BUSINESS LICENSE	6	String Field	12	7 E
44	REVENUE RECOVERY	1113	NO	6	String Field	12	8 E
44	REVENUE RECOVERY	1114	CED CASE NO	6	String Field	13	9 E
44	REVENUE RECOVERY	1103	STATUS	6	String Field	10	10 L,24
44	REVENUE RECOVERY	1116	BD DOC TYPE	6	String Field	20	11 L,27
44	REVENUE RECOVERY	1117	BUSINESS NAME	6	String Field	255	12 E
44	REVENUE RECOVERY	1028	VIN	6	String Field	25	13 E

## ATTACHMENT DD INSURANCE SCHEDULE

### **INSURANCE REQUIREMENTS:**

For purposes of this Attachment DD, "Contract" means "Agreement" as defined above and "Contractor" applies to Carahsoft and "Box" is applied to Box, Inc. as defined above. Both Box and Contractor must comply with the requirements outlined in this Attachment DD.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor and/or Box from liabilities that might arise out of the performance of the work under this contract by the Contractor or Box, their agents, representatives, employees or subcontractors and Contractor and Box are free to purchase additional insurance as may be determined necessary.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor and Box shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage

General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of [*the Contractor (or Box)*]".

#### **2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the *Contractor [or Box]*, including automobiles owned, leased, hired or borrowed by the *Contractor [or Box]*".

- b. The policy may not include owned vehicles for so long as the policyholder does not own any vehicles.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### 4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor and Box warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

### 5. Network Security (Cyber) and Privacy Liability

Per Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

- a. The Contractor and Box shall maintain a cyber-liability insurance policy with liability limits in the amount of \$10,000,000 to protect any and all State data the Contractor and Box receives as part of the project covered by this agreement. If the Contractor and/or Box contracts with a third-party to host any of the State data the Contractor and/or Box receives as part of the project covered by this agreement, then the Contractor and/or Box shall include a requirement for cyber liability insurance as part of the contract between the Contractor and/or Box and the third-party in so far as records contain any of the State's data.



- b. The Contractor and/or Box shall include in its contract with any such third-party a provision requiring the State has the right to audit any and all records of the third party in so far as these records contain any of the State's data (as applicable). The cyber liability insurance shall cover, at a minimum, expenses related to the management of a data breach incident caused by an act or omission in breach of such party's obligations herein, the investigation, recovery and restoration of lost data, data subject notification, call management, credit checking for data subjects, legal costs, and regulatory fines.

For the avoidance of doubt, with respect to the Box Service, all records containing State data are Content as defined in the Agreement, and the State can exercise its audit right solely by retrieving the Content and information regarding such Content in the Administrative Console.

- c. Except as otherwise required by law, Contractor and/or Box shall provide notice of the incident involving State data to the State only. The State shall then give notice to the person or entity whose data may have been involved, to regulatory agencies, and to other entities as appropriate. This procedure is adopted for the purpose of promoting clarity of reporting and avoiding confusion and double reporting. Nothing herein prevents a party from providing notice of an incident to its other affected customers so long as such notice does not identify the State or State data as being affected by the incident.
- d. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to the State under law or equity, the Contractor and/or Box shall reimburse the State in full for providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract. The Contractor and/or Box shall also reimburse the State in full for all costs caused by Contractor and/or Box that the State incurs in its offering of 2 years credit monitoring to each person whose data were compromised.
- e. The retroactive coverage date shall be no later than the effective date of this contract.
- f. Contractor and/or Box shall maintain an extended reporting period for not less than two (2) years after termination of this contract.
- g. For the avoidance of doubt, a policy may contain both Technology E&O/Professional Liability and Network Security (Cyber) and Privacy Liability coverage. In such instance the per claim/occurrence and aggregate limit requirements are not cumulative.

**B. ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the lesser of (a) full limits of liability required of the Contractor hereunder or (b) one million (\$1,000,000) dollars, even if those limits of liability are in excess of those required by this Contract.

1. On insurance policies where the State of Nevada is named as an additional insured, the Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:**

Contractor and/or Box shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

**Department of Motor Vehicles  
Attn: DMV Contract Manager  
[ContractManager@dmv.nv.gov](mailto:ContractManager@dmv.nv.gov)  
555 Wright Way  
Carson City, Nevada, 89711**

Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

Notwithstanding the above, Contractor and/or Box is not required to provide such notice if a policy is cancelled as part of a change of coverage in the normal course of business (e.g. vendor change) or broker and is promptly replaced by another compliant policy.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor and/or Box from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:**

Contractor and/or Box shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

**Department of Motor Vehicles  
Attn: DMV Contract Manager  
[mailto: ContractManager@dmv.nv.gov](mailto:ContractManager@dmv.nv.gov)  
555 Wright Way  
Carson City, Nevada, 89711**

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

**F. SUBCONTRACTORS:**

Contractors' and/or Box certificate(s) shall include coverage for Contractor's and/or Box's subcontractors providing services under this Agreement. All coverages for such subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:**

Any modification or variation from the insurance requirements in Attachment DD of this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action. The State shall provide written notice to the affected party and Contractor and/or Box may object to these changes within thirty (30) days of its receipt. Upon objection Contractor and/or Box and the State shall negotiate in good faith to amend this Attachment DD to permit them to continue their contractual relationship in compliance with any such amended requirements prior to such change taking affect. However, if Contractor and/or Box and the State are not able, after negotiating in good faith, to reach agreement on a required amendment, the State may terminate the Agreement in whole or in part by giving notice at least ninety (90) days prior to the termination date specified in such notice.

**ATTACHMENT EE**  
**BOX SERVICE AGREEMENT**  
**(v06102020US)**

This Box Service Agreement is entered into by and between Box, Inc. ("**Box**") and the Nevada Department of Motor Vehicles ("**Agency**"). Box and Agency are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

This Agreement is effective and Agency agrees to be bound by its terms upon execution by Agency of the initial Order for the Box Service ("**Agreement Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Definitions**

**"Account(s)"** means the User account(s) created by a User for itself or on behalf of Agency (including all accounts created by or for Agency's Administrators, Managed Users, or External Users) to use the Box Service.

**"Administrator(s)"** means a person designated by Agency to have an Account with the authority to utilize the Administrative Console(s) to create and manage Accounts associated with Agency.

**"Administrative Console"** means the functionality within the Box Service that allows Agency to manage User access, security and other administrative functionality for Accounts.

**"Agreement"** means this Box Service Agreement (including its Exhibits) together with all Orders and addenda which are entered into between Box and Agency.

**"API"** means the application-programming interfaces used by Agency to access certain functionality as provided by Box.

**"Box Personnel"** means Box's employees, agents, consultants, contractors and Subprocessors.

**"Box Reseller"** means an entity that has entered into an agreement with Box that, among other things, authorizes the entity to resell the Box Service and, if applicable, provide certain services.

**"Box Service"** means the cloud-based content collaboration software-as-a-service application provided by Box (including any Box Software) and subscribed to under an Order.

**"Box Software"** means optional software provided by Box for installation on a User's device or accessed by Users from the Agency's or User's software, hardware or other device(s) that allows a User to use certain functionality in connection with features of the Box Service.

**"Content"** means the electronic files uploaded by Users into Agency's Box Service account.

**"Agency Domain"** means any and all internet domains registered, owned or controlled by Agency and which are associated with an email address used by one or more Users to register an Account.



**"Data Protection Legislation"** means the laws and regulations of the United States, European Union, the European Economic Area and/or their member states, Switzerland and/or United Kingdom applicable to the Processing of Agency Personal Data under this Agreement, including the General Data Protection Regulation 2016/679.

**"External User(s)"** means a person who is permitted to access, store, retrieve or manage Content with a Managed User, and whose account was registered using an email address that is not associated with a Agency Domain.

**"Malware"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Managed User(s)"** means a person who is permitted to access, store, retrieve or manage Content, and is associated with a Agency Domain.

**"Order"** means the separate executed document(s) under which Agency subscribes to the Box Service, products or services pursuant to this Agreement and which has been agreed to in writing by the Parties or has been agreed to between Agency and Box Reseller.

**"Personal Data"** means any information relating to an identified or identifiable individual.

**"Process(ing)"** means any operation or set of operations which is performed upon Agency's information, including Content and Agency Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Service Level Commitments"** means the service level commitments set forth in Exhibit A.

**"Subprocessor"** means any third party engaged by Box and/or its affiliates to Process Agency information, including Content, for the purposes of providing the Box Service.

**"Subscription Period"** means the duration of Agency's subscription to the Box Service commencing on the service start date of the Order and continuing for the period up to the service renewal date or end date as specified in the applicable Order.

**"Support Services"** has the meaning set forth in Exhibit A.

**"Term"** has the meaning set forth in Section 3 of the Service Agreement.

**"User(s)"** means, collectively, any Administrator, Managed User or External User.

**"User Guide"** means Box's then-current published document specifying the functionality of the Box Service that is made generally available by Box to its customers or its users.



## Section 2. Access and Use of the Box Service

### 2.1 Access Grants.

**2.1(a) Box Service Subscriptions.** Subject to the terms and conditions of this Agreement Box shall: (i) make the Box Service available to Agency during the applicable Subscription Period; (ii) allow Administrator(s) to access and use the Administrative Console to create and administer Accounts registered to Agency; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service in accordance with the subscription plan and quantities purchased under the applicable Order. Agency's ability to use the Box Service and deploy Accounts is subject to the limits of the applicable Order and product feature matrix ("**Order Limit**"). For the avoidance of doubt, Accounts for (x) Managed Users and (y) External Users which are deployed, created or directly managed by a Agency Administrator each count towards Agency's Order Limit. Box may restrict or limit Agency's ability to deploy additional Accounts above the Order Limit.

**2.1(b) API Access.** Subject to the terms and conditions of this Agreement, Agency shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any application used by or on behalf of Agency for the sole purpose of accessing the Box Service or accessing certain functionality of the Box Service, provided that such access is limited to the amount of API calls purchased by Agency in the applicable Order.

**2.1(c) Overages.** During the Subscription Period, Box may provide Agency with a report identifying the number of Accounts (or other usage) that, at any time, exceeds the Order Limit, and Box (or Box Reseller, if applicable) may provide Agency with an Order for the additional required purchases ("**Expansion Service Order**"). Agency shall promptly (but in any event within fourteen (14) days of receiving such report) either: (i) execute the Expansion Service Order; (ii) increase the Order Limit through an alternate purchase method provided by Box (e.g. the "Add Seats" function in the Administrative Console, if available to Agency); or (iii) permanently delete the excess Accounts or other applicable activity.

**2.2 Acceptable Use of the Box Service.** Agency's use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the product feature matrix and fair use policy). Agency agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Agency agrees that it is solely responsible for Users and Content. Agency agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability; (d) in any manner that is likely to damage, disable, overburden, or impair the Box Service, or interfere in any way with the use or enjoyment of the Box Service by others; (e) to knowingly introduce any Malware or other malicious activity in User Account(s); or (f) in violation of any applicable export law or regulation.

**2.3 Suspension of User Access to Service.** Box may suspend a User's Account or remove or disable any Content which Box reasonably and in good faith believes is in violation of this Agreement or any applicable laws or regulations. For the avoidance of doubt, Box's right to suspend a User's Account or remove or disable access to Content is on a User-basis and does not extend to Agency's entire User base. Box agrees to provide Agency with reasonable notice of any such removal, suspension, or disablement before its implementation unless immediate removal, suspension, or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Box Service or any third party, in which case Box will notify Agency to the extent allowed by applicable law of such removal, suspension, or disablement, as soon as reasonably practicable thereafter.

**Section 3. Non-Box Applications and Services.** Agency or Users may choose to use optional third-party applications, services or products, which are licensed by their provider to Agency or Users, ("**Third-Party Products**") in connection with the Box Service. Agency acknowledges that if Agency chooses to use any Third-Party Products that Box makes available in connection with the Box Service, Box will give effect to Agency's instruction as needed and as it relates to Agency use of such Third-Party Products. Agency's use of any Third-Party Products and any exchange of any information between Agency and a third-party provider of a Third-Party Product is solely between Agency and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability whatsoever for Agency's or User's use of any Third-Party Products.

**Section 4. Content Security; Data Privacy**

**4.1 Security.** During the Term of this Agreement, Box will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures to protect against unauthorized access to Content. Such security program will conform to the Box Security Exhibit attached hereto as Exhibit B. Box's Service Organization Control 1 ("**SOC1**") and Service Organization Control 2 ("**SOC2**") Type II audit reports (or substantially similar industry-standard reports) (collectively referred to as "**Audit Reports**") further describe Box's safeguards and measures. Box will maintain the Audit Reports during the Term and will provide a copy to Agency once per year upon Agency's written request. During the Term, Box will not materially diminish the overall protection provided by the controls set forth in Exhibit B and the recent Audit Reports in effect as of the Agreement Effective Date.

**4.2 Content Storage Location.** The Box Service is provided from the United States and Content is stored in the United States. Notwithstanding the foregoing, Agency understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) Processing information outside of the United States by Box. Box has certain products and features that enable storage and/or Processing of Content outside of the United States and those products or features shall be subject to separate terms and conditions as may be agreed to between the Parties. No Content shall be stored outside of the United States except with prior written approval by Agency.

**4.3 Data Protection and Onward Transfer of Data.** In the course of providing the Box Service, Box may Process Personal Data that is in Content ("**Agency Personal Data**") on behalf of Agency and, in such event, Agency instructs Box to Process Agency Personal Data: (a) to provide the Box Service (in accordance with the features and functionality of the Box Service); (b) to enable User initiated actions on the Box Service; (c) as set forth in the Agreement or applicable Order; and (d) as further documented by a mutually agreed upon written instruction given by Agency and accepted by Box. The Parties agree to comply with the applicable Data Protection Legislation (as defined below) for onward transfer of Agency Personal Data. Box will maintain, during the Subscription Period, a legally recognized method for onward transfer of Agency Personal Data such as Binding Corporate Rules for Processors, (each as defined under Data Protection Legislation) or other substantially similar mechanism as may be required by applicable law.

**Section 5. Agency Responsibilities**

**5.1 Establishment of Accounts.** Agency will promptly appoint an Administrator for the Administrative Console and such Administrator shall be responsible for: (a) configuring the settings of the Box Service, (b) managing any Agency devices and systems, (c) assigning and managing of User Accounts, (d) reviewing service notifications that Box provides through the Administrative Console, and (e) enforcing and managing User access controls and permissions in accordance with Agency's own policies and applicable law and regulations. Agency will ensure that Managed Users do not share their password with any other person or permit any other person to log on as such Managed User. If an External

User directly managed by Agency belongs to a third party which controls that External User's email address, and such third party establishes a direct relationship with Box, then Box may require the transfer of such External User into that third party's Box Service account.

**5.2 Content.** Agency will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content complies with the terms of this Agreement and all applicable laws and regulations; (c) promptly handle and resolve any notices and claims relating to the Content (e.g. take-down notices pursuant to the Digital Millennium Copyright Act); and (d) ensure that it has the rights to the Content in order to grant Box the rights contemplated by this Agreement. Notwithstanding anything to the contrary, Box has no liability to Agency or any third party for any reason as a result of: (i) any unauthorized disclosure or access to a User's Account or Content as a result of Agency's or a User's misuse of the Box Service or loss or theft of any User password or username, except to the extent resulting from Box's negligence or willful misconduct; (ii) any deletion, destruction, damage or loss of Content caused by or at the direction of Agency or a User; or (iii) any failure of Agency to maintain adequate security or virus controls in any devices used to access the Box Service.

**5.3 Notification of Unauthorized Use.** Agency will promptly notify Box in writing of any unauthorized use of any Account, Content or the Box Service that comes to Agency's attention. In the event of any such unauthorized use by a third party that obtains access to the Box Service directly or indirectly through Agency or any User, Agency will take all steps within Agency's control as reasonably necessary to terminate such unauthorized use and will provide Box with such cooperation and assistance related to any such unauthorized use as Box may reasonably request.

**Section 6. Support and Service Level Commitments.** Exhibit A to this Agreement sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period.

## **Section 7. Warranty and Disclaimer**

**7.1 Box Service Warranty.** Box warrants that, during the Subscription Period, the Box Service purchased under the applicable Order will perform substantially in accordance with the functions specified in the User Guide when used in a manner that conforms to the terms and conditions of this Agreement and the User Guide. Subject to the notice and cure provisions of Section 12b of the Service Agreement (Termination for Cause due to Box's Breach), Agency's sole and exclusive remedy and Box's entire liability for a breach of this warranty shall be for Box to use commercially reasonable efforts to modify the Box Service to substantially perform the functions specified in the User Guide. If Box is unable to restore such material functionality, Subject to the notice and cure provisions of Section 12b of the Service Agreement (Termination for Cause due to Box's Breach), Agency shall be entitled to terminate the applicable Order and receive a pro-rated refund of the fees pre-paid by Agency for the corresponding unused portion of the Subscription Period. The warranties set forth herein are made to and for the benefit of Agency only.

### **7.2 Reserved**

**7.3 Disclaimer of Warranties.** EXCEPT AS PROVIDED IN THIS SECTION 7 AND SECTION 9.3 (CONSULTING SERVICES WARRANTY), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; (C) THAT THE BOX SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE



OF HARMFUL COMPONENTS; AND (D) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

## **Section 8. Proprietary Rights**

**8.1 Content Ownership by Agency.** As between Agency and Box, Agency or its licensors own all right, title and interest in and to the Content. Agency hereby grants Box the right to Process Content solely to provide the Box Service to Agency or any User or pursuant to this Agreement.

**8.2 Ownership of Box Service by Box.** As between Box and Agency, Box or its licensors own and reserve all right, title and interest in and to, including any improvements or derivatives, the Box Service, the Box marks and other items used to provide the Box Service, other than the access rights expressly granted to Agency in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Agency or any User pursuant to this Agreement. All rights not expressly granted to Agency are reserved by Box. Box reserves the right, in its reasonable discretion and with notice to Agency, to change or require Agency to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Agency may obtain through the Box Service. In the event that Agency makes suggestions regarding any features, functionality or performance that Box adopts for any of its products including the Box Service (expressly excluding Agency Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to Box, and shall become the sole and exclusive property of Box.

## **Section 9. Training or Consulting Services**

**9.1 General Terms.** Agency may wish to receive certain services of a professional, educational, operational or technical nature (collectively, "**Consulting Services**"), as further described in a mutually agreed upon Statement of Work ("**SOW**") or as otherwise outlined in the applicable Order. Each SOW will include, at a minimum: (a) a description of the Consulting Services and any Box Materials (as defined below) to be provided to Agency; and (b) the scope of the Consulting Services.

**9.2 Box Materials.** Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "**Box Materials**") Box may provide to Agency as part of the Consulting Services (including any intellectual property rights therein, but excluding any Agency Confidential Information and Agency logos and trademarks that may be included in the Box Materials, collectively, "**Agency Property**"). Box shall have the right to use any such Agency Property solely for the purpose of providing the Consulting Services to Agency as set forth in the SOW. During the Term of the Agreement, Box hereby provides Agency with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Agency's internal operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Box Tools**") used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the Box Tools used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Agency, on the same terms as the Box Materials.

**9.3 Consulting Services Warranty.** In regard to Consulting Services only, Box warrants that: (a) Box and any Box Personnel, that provides and performs Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Agency in a professional and workmanlike manner. If through no fault or delay of Agency the Consulting Services do not conform to the foregoing warranty, and Agency notifies Box in writing within seven (7) days of Box's delivery of

the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Agency.

**Section 10. Reserved**

**Section 11. Reserved**

**Section 12. Reserved**

**Section 13. Reserved**

**Section 14. Reserved**

**Section 15. Miscellaneous**

**15.1 Contractual Relationship.** The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

**15.2 Anti-Bribery.** Agency agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Box Personnel in connection with this Agreement. Agency will use reasonable efforts to promptly notify Box at [legalops@box.com](mailto:legalops@box.com) should Agency learn of any violation of this restriction.

**15.3 References.** During the Term of the Agreement, Box may reference Agency as a Box customer in sales and marketing materials and public statements, subject to Agency's trademark and logo usage guidelines as provided to Box. Agency may send Box an email to [stories@box.com](mailto:stories@box.com) if it does not wish to be used as a reference.

**15.4 Ambiguities.** Each Party has participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**15.6 Nonwaiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

**15.7 Assignment.** Agency will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or any part of this Agreement or its rights hereunder without the prior written consent of Box. Any attempted assignment or transfer by Agency without such consent shall be void and of no effect. Box may assign this Agreement (or Order) without obtaining Agency's consent: (a) to an affiliate of Box; or (b) in connection with a successor in interest in a merger, reorganization or a sale of all or substantially all of the assets of Box. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

**15.9 Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.



**15.10 [Reserved]**

**15.11 Third-Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.

**15.12 Force Majeure.** In the event that a Party is prevented or restricted from performing, is unable to perform, or is delayed in performing any of its obligations under this Agreement due to any cause beyond the reasonable control of such Party (including, without limitation, war, terrorism, fire, earthquake, flood, hurricane, riots, acts of God, epidemics/pandemics, extraordinary governmental action, labor union strikes, internet service provider failures or delays, denial of service attacks, or other similar causes) ("**Force Majeure Event**") the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such Force Majeure Event. A Force Majeure Event does not relieve a Party from its payment obligations under the Agreement. The affected Party agrees to use commercially reasonable efforts to address and mitigate the impact of such Force Majeure Event and continue performance to the extent reasonably possible under the circumstances. For the avoidance of doubt, Agency understands that the Box Service may not be provided in countries listed on the Office of Foreign Assets Control sanction list and that Agency's access to the Box Service may be restricted in such countries and such prohibitions shall not constitute a Force Majeure Event.

**15.13 Government Users.** If Agency is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Agency acknowledges that elements of the Box Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## EXHIBIT A

### Support Services and Service Level Commitments

#### Section 1. Definitions.

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

**"Business Response Credit"** means the credit that may be available to a Agency that has subscribed to the Business Services under the applicable Order and as specified Response Times below.

**"Downtime"** means any period during which the Agency is unable to access the Box Service, as measured at the Box network by industry standard tools, due to an Issue which prevents the majority of Agency Users from accessing Content, expressly excluding Scheduled Downtime.

**"Issue"** means a single, reproducible issue or problem affecting the functionality of the Box Service for Agency.

**"Enhanced Response Credit"** means the credit that may be available to a Agency that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Response Times below.

**"Enhanced SLC Credit"** means the credit that may be available to a Agency that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Service Level Commitments below.

**"Support Services"** means telephone, email or web-based assistance in the resolution of Issues reported by Agency to Box. Available Support Services are:

**"Standard Support Services"** which is included the Agency's purchase of the Box Service;

**"Business Services"** which is purchased by the Agency and identified under the applicable Order; or

**"Premier Services"** or **"Platinum Services"** (together, **"Enhanced Support Services"**) which are purchased by the Agency and identified under the applicable Order.

**"Scheduled Downtime"** means a scheduled time period in which the Box Service is unavailable for use, and upon notice to Agency where practical.

**"Uptime Percentage"** means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in such calendar month, divided by the total number of minutes in such calendar month.

#### Section 2. Support Services.

**2.1 Support Services.** During the Subscription Period, Box will provide to Agency the applicable Support Services. If Agency has not purchased Business Services or one of the Enhanced Support Services, then Standard Support Services will be provided. Support Services do not include: (a) physical installation or removal of the Box Software and any User Guides; (b) visits to Agency's site; (c) any professional services associated with the Box Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design; (d) training; or (e) the set-up, configuration and use of the Box Service.

Box's obligations do not extend to any ongoing test or training instances of the Box Service provided to Agency or Downtime, Issues or errors that are caused by:

- (i) Third-party hardware or software;

Attachment EE

- (ii) Use of the Box Service in violation of the terms of the Agreement;
- (iii) Use of the Box Service other than in accordance with any User Guide or the express instructions of Box; or
- (iv) A Force Majeure Event as defined in the Agreement.

**2.2 Case Prioritization.** When contacting Box for support, Agency will assign a priority to the Issue in accordance with the table below. Box will provide an acknowledgement of a reported Issue to Agency and a support agent will provide a response within the target timeframes specified for the applicable support level ("**Response**"). Upon review of the Issue, and following Box's initial response to the Agency, Box may change the case prioritizations in accordance with the following descriptions:

**Level 1 – Urgent:** An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.

**Level 2 – High:** An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.

**Level 3 – Normal:** An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.

**Level 4 – Low:** An Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

**2.3 Standard Services Response Times.** If Agency has Standard Support Services, Box will use commercially reasonable efforts to meet the following target Response Times during the hours/days, as outlined below.

**Support Hours:** 6AM – 6 PM Agency local time, Monday – Friday

**Support Language:** English

**Support Access Method:** Web/Email

**Support Response Method:** Web/Email

**Number of Support Requests:** Unlimited

**Response Times:**

**Level 1 – Urgent:** Within 4 business hours

**Level 2 – High:** Within 8 business hours

**Level 3 – Normal:** Within 1 business day

**2.4 Business Services Response Times.** If Agency has purchased Business Services, Box will respond in accordance with the Response Times below. If Box fails to meet the response times, Agency may be entitled to a response time credit as outlined below ("**Business Response Time Credit**"):

**Support Response Hours:** 24 hours/day, 365 days/year

**Support Language:** English

**Support Access Method:** Web/Phone/Email

**Support Response Method:** Web/Phone/Email

**Number of Support Requests:** Unlimited

**Response Times:**

- Level 1 – Urgent:** Within 2 hours
- Level 2 – High:** Within 4 hours
- Level 3 – Normal:** Within 4 hours
- Level 4 – Low:** Greater than 4 hours

**2.5 Enhanced Support Services Response Times.** If Agency has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below (for cases submitted in English). If Box fails to meet the response times, Agency may be entitled to a response time credit as outlined below (“**Enhanced Response Time Credit**”). The below response times apply to cases submitted in English.

- Support Response Hours:** 24 hours/day, 365 days/year
- Support Language:** English or local language (based on availability)
- Support Access Method:** Web/Phone/Email
- Support Response Method:** Web/Phone/Email
- Number of Support Requests:** Unlimited
- Response Times:**
  - Level 1 – Urgent:** Within 1 hour
  - Level 2 – High:** Within 2 hours
  - Level 3 – Normal:** Within 2 hours
  - Level 4 – Low:** Greater than 2 hours

**2.6 Business Services and Enhanced Support Services Response Time Credits.** If Agency has purchased Business Services or one of the Enhanced Support Services and Box fails to meet the applicable Response Times associated with Business Services or Enhanced Support Services, Agency may be entitled to a response time credit as outlined below (“**Response Time Credit**”).

**Response Time Credits:** Agency will be eligible to receive a Response Time Credit, provided that:

- (a) Agency has purchased Business Services or one of the Enhanced Support Services;
- (b) Agency has opened a support ticket for an Issue; and
- (c) Box fails to meet the response times for Level 1 and Level 2 support tickets three (3) times during the given calendar month;

Collectively, a “**Response Credit Event**”.

In the event that Agency incurs a Response Credit Event, Agency will receive a Response Time Credit of fifteen (15%) percent of the fees paid by Agency for the applicable Business Support Service or Enhanced Support Service for the month the Response Credit Event occurred. The Response Time Credit will be calculated on a straight-line, pro-rated basis with respect to any fees paid in advance. Notwithstanding anything to the contrary, in no event will the total amount of Response Time Credits exceed the applicable Business Services or Enhanced Support Services fees paid by Agency for the corresponding month. For clarity, for the purpose of calculating Response Time Credits, calendar months are calculated based on US Pacific Time Zone.

The Response Time Credit is Agency's sole and exclusive remedy for any failure by Box to meet any response time performance obligations pertaining to the Box Service as set out in this Exhibit A.

Agency is not eligible to receive Response Time Credits during any period of time when payments owed



are past due.

For Agency Orders placed through Box, Response Time Credits will be issued by Box, as determined in its sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Agency orders placed through a Box Reseller, Response Time Credits, if any, will be issued as provided in the applicable agreement between Agency and Box Reseller.

### Section 3. Service Level Commitments

**3.1. Standard Support Services.** If Agency has Standard Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.2. Business Services.** If Agency has purchased Business Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.3 Enhanced Support Services.** If Agency has purchased one of the Enhanced Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%. If Box fails to meet the Uptime Percentage Agency will receive Enhanced SLC Credits as follows:

Uptime Percentage	Enhanced SLC Credit Percentage
Less than 99.9% but equal to or more than 99.8%	5%
Less than 99.8% but equal to or more than 99.7%	10%
Less than 99.7% but equal to or more than 99.6%	15%
Less than 99.6% but equal to or more than 99.5%	20%
Less than 99.5% but equal to or more than 99.4%	25%
Less than 99.4% but equal to or more than 99.3%	30%
Less than 99.3% but equal to or more than 99.2%	35%
Less than 99.2% but equal to or more than 99.1%	40%
Less than 99.1% but equal to or more than 99.0%	45%
Less than 99.0%	50%

Agency purchasing one of the Enhanced Support Services will be eligible to receive SLC Credits provided that:

(a) Agency has reported an Issue related to a Downtime event by filing a ticket with Box support within fifteen (15) days of the Downtime event; and

(b) once Agency receives the Uptime Percentage report provided by Box and confirms Uptime Percentage as below 99.9% in the month the issue was experienced, Agency has provided Box a written claim request for Enhanced SLC Credits within fifteen (15) days of the date of uptime percentage report.

The Enhanced SLC Credits will be equal to the SLC Credit percentage multiplied by the fees paid by Agency for the Box Service that are attributable to the corresponding calendar month (calculated on a straight line, pro-rated basis with respect to any fees paid in advance) and then pro-rated for based on affected Users. Notwithstanding anything to the contrary, in no event will the total amount of Enhanced SLC Credits, if any, exceed the fees paid by Agency for the Box Service in the corresponding month. For clarity, for the purpose of calculating Enhanced SLC Credits, calendar months are calculated based on US Pacific Time Zone. The Enhanced SLC Credit is Agency's sole and exclusive remedy for any failure by

Box to meet any service level obligations pertaining to the Box Service as set out in this Exhibit A. Agency is not eligible to receive Enhanced SLC Credits during any period of time when payments owed are past due.

For Agency Orders placed through Box, Enhanced SLC Credits will be issued by Box, as determined in Box's sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Agency orders placed through a Box Reseller, Enhanced SLC Credits, if any, will be issued as provided in the applicable agreement between Agency and the Box Reseller.

## EXHIBIT B

### Box Security Exhibit

**Section 1. Purpose.** This Security Exhibit sets forth the information security program and operation policies that Box will maintain in order to protect Agency's Content from unauthorized use, access or disclosure, while Box is in possession of Agency's Content.

**Section 2. Information Security Management System.** Box will maintain throughout the Term of the Agreement a comprehensive information security management system (the "ISMS") which includes administrative, technical and physical safeguards designed to: (a) protect and secure Content from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of Agency's Content. The ISMS will be documented and kept current by Box based on changes to industry standard information security practices and legal and regulatory requirements applicable to Box.

**Section 3. Standards.** Box's ISMS will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SSAE 18, SOC1, SOC2).

**Section 4. Independent Assessments.** On an annual basis, Box has an independent, suitably qualified third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other comparable assessment at its sole discretion (e.g. ISO 27001 Certification,) and Box will provide a copy of such assessment to Agency upon Agency's written request to Box. Box also undergoes at least an annual penetration test from independent, suitably qualified third parties, and Box will provide Agency with an executive summary of the most recent penetration test results upon Agency's written request to Box.

**Section 5. Information Security Policies.** As part of the ISMS, Box will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Box Personnel, including both technical and non-technical Box Personnel, who have direct or indirect access to Content in connection with providing the Box Service. Box's information security policies provide for continual assessment and re-assessment of the risks to the security of the Box Service, including: (a) identification of internal and external threats that could result in a Security Breach (as defined below); (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of Content; and (c) assessment of the sufficiency of the policies, procedures and information systems of Box, and other arrangements in place, to control risks. Additionally, Box's information security policies address appropriate protection against such risks. Box's information security policies shall, at a minimum, include:

- (i) organization of information security
- (ii) asset management
- (iii) human resources security
- (iv) physical and environment security
- (v) communications and operations management
- (vi) access control
- (vii) information systems acquisition
- (viii) development and maintenance

- (xi) information security incident management
- (xii) business continuity management

## **Section 6. Information Security Operations.**

**6.1 Access Controls.** In accordance with the ISMS, Box shall maintain appropriate access controls (physical, technical, and administrative), which shall include the following as applicable:

### **6.1(a) Box Service Access Controls.**

**6.1(a)(i) Physical Access Controls.** Box will implement the following suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment used to process Content:

- (a) Access authorizations for Box Personnel and third parties;
- (b) Keycards and passes;
- (c) Restrictions on keys;
- (d) Appropriate requirements for third parties;
- (e) Identifying of the persons having authorized access;
- (f) Protection and restriction of entrances and exits;
- (g) Establishing security areas especially for deliveries and handover;
- (h) Securing the building (security alarm system, supervision by guards).

**6.1(a)(ii) Technical Access Controls.** Box will implement the following suitable measures to prevent unauthorized reading, copying alteration or removal of the data media, unauthorized input into memory and reading/alteration/deletion of Content:

- (a) Access authorization requirements;
- (b) Identification of workstation and / or the users accessing Box systems;
- (c) Automatic disablement of user IDs after multiple erroneous passwords entered;
- (d) Logging of events and activities (including monitoring of break-in attempts);
- (e) Issuing and safeguarding of identification codes;
- (f) Dedicated workstations for users;
- (g) Authenticating authorized persons;
- (h) Use of encryption where deemed appropriate by Box;
- (i) Separating production and non-prod environments;
- (j) Automatic session log-off of users that have been inactive for a period in excess of thirty (30) minutes;
- (k) Designating areas in which data media may / must be located;
- (l) Designating persons in such areas for authorized handling and removal of data media;
- (m) Controlling the removal of data media;
- (n) Securing the areas in which data media is located;



- (o) Controlled and documented destruction of data media.

**6.1(a)(iii) Data Access Controls.** Box commits that Box Personnel entitled to use Box's data processing systems will only access data within the scope and to the extent covered by the respective access permission (authorization). This will be accomplished by:

- (a) Securing workstations;
- (b) Requirements for user authorization driven by need basis;
- (c) Appropriate confidentiality obligations;
- (d) Differentiated access policies based on function and scope (e.g. partial blocking);
- (e) Controlling destruction of data media;
- (f) Deleting remaining data before changing data media;
- (g) Policies controlling the production of backup copies.

**6.1(a)(iv) Transmission Controls.** Box will implement the following suitable measures to secure Content processed through the use of the Box Service:

- (a) Authenticating authorized persons;
- (b) Securing confidential data media;
- (c) Documentation of transfer, retrieval and transmission;
- (d) Encrypting external online transmission.

**6.1(a)(v) Input Control.** Box will provide for the retrospective ability to review and determine the time and the point Content is entered into the Box Service by utilizing electronic recording of data processing.

**6.1(a)(vi) Organizational Controls.** Box will implement the following suitable measures to maintain its internal organization in a manner that meets the requirements of ISMS:

- (a) Maintaining Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for development, testing and release;
- (b) Implementing an emergency/backup contingency plan;
- (c) Implementing a formal Business Continuity and Disaster recovery plan.

**6.1(a)(vii) Control of separation of Content.** Box will implement suitable measures to allow the separate processing of Content which have been collected for different purposes. This will be accomplished by the logical separation of Agency Content from another Agency's content.

**6.2 Encryption.** Box will encrypt Content at rest within the Box Service using an AES algorithm or another industry-recognized cipher that is at least as secure for encryption of Content at rest with a default value of at least 256-bit strength. For Content in transit to and from the Box Service, Box provides encryption that is at least as secure as TLS unless Agency uses a method of transmission or feature which does not support encryption (such as unencrypted FTP, email, etc.).

**6.3 Network and Host Security.** Box has network intrusion detection in place. In accordance with its ISMS, Box uses commercially reasonable efforts to ensure that Box Service operating systems and applications that are associated with Content are patched or secured to mitigate the impact of security

vulnerabilities in accordance with Box's patch management processes and industry standard practices.

**6.4 Data Management.** In accordance with its ISMS, Box has information security infrastructure controls in place for Content obtained, transported, and retained by Box for the provision of the Box Service. Box will, in accordance with its security policies and processes, destroy, delete, or otherwise make irrecoverable Content: (a) following the termination or expiration of the Agreement; and (b) upon the disposal or repurposing of storage media containing Content.

**6.5 Audit Logging and Monitoring.** Box shall implement the following controls for audit logging and monitoring:

**6.5(a) Audit Logging.** Audit logging shall be enabled on systems that contain Agency Content to capture at a minimum the security-related events defined below:

- (i) Account logon (both successful and unsuccessful) and logoff;
- (ii) Failed access attempts;
- (iii) Account lockouts;
- (iv) Elevation of privileges (both successful and unsuccessful), and every use of elevated privileges or actions taken while privilege is elevated;
- (v) Creation, modification and deletion (both successful and unsuccessful) of:
  - (a) Accounts or logon identifiers;
  - (b) Group memberships;
  - (c) Access privileges/attributes for accounts and groups;
  - (d) User rights and permissions.
- (vi) Changes in account or logon identifier status (both successful and unsuccessful);
- (vii) Modifications to, or unauthorized attempts to modify, the security configuration, security function or authorization policy.

**6.5(b) Audit Logs.** Audit logs shall capture, at a minimum, the information for each security-related event defined below:

- (i) User, system or process identifier that triggered the event;
- (ii) Description of the event;
- (iii) Date and time the event occurred (the date and time must be periodically synchronized to ensure it is accurate);
- (iv) Identifier of the system generating the event (e.g. IP address);
- (v) Authorization information associated with the event.

**6.5(C) Audit Log Retention.** Audit logs shall be retained for not less than ninety (90) days. Audit logs shall be protected from accidental or intentional modification or destruction.

**6.6 Physical and Environmental Security.** Box shall:

- (a) Implement physical access control mechanisms (e.g. electronic access control, locks) to ensure only authorized persons can obtain physical access to facilities from which the Box Service is provided;

- (b) Lock and/or have strong access controls in place to control access to all of its data centers, equipment rooms, telecommunication closets and utilities;
- (c) Conduct at least annual inspections of the perimeter and all access control mechanisms to provide assurance that its hardware cannot be easily manipulated or bypassed to gain unauthorized access;
- (d) Establish protocols to protect against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural or man-made disaster at Box facilities and data centers;
- (e) Require any individuals within the facilities are able to be immediately identified (e.g. using identification badges, visual recognition or other means);
- (f) Monitor access/egress points by security staff and/or recorded with security cameras twenty-four (24) hours a day, seven (7) days a week at a facility that contains Agency Content. Security camera recordings shall be stored for no less than sixty (60) days;
- (g) Require unique registry for all visitors and maintain access control logs at data centers.

**6.7 Equipment Security.** Box shall:

- (a) Protect its systems and other equipment to reduce the risk from environmental threats and hazards and opportunities for unauthorized access;
- (b) Protect equipment that is power-dependent from power failures, surges and other electrical anomalies;
- (c) Protect all power, telecommunication and network cabling from unauthorized access and damage;
- (d) Maintain its systems and other equipment to ensure its continued availability and integrity;
- (e) Implement exit procedures to control unauthorized removal of systems and other equipment.

**6.8 Training.** Box shall provide regular training (or require regular training to be provided) to Box Personnel on security and privacy requirements to the extent applicable to their roles. Such training shall occur at least annually and upon initial employment.

**6.9 User Controls.** Notwithstanding the foregoing, Agency understands and agrees that it is responsible for provisioning its Users in appropriate roles within the Box Service with the appropriate levels of access to Content. The Box Service shall enable Agency to configure Agency's Box Service instance. Notwithstanding anything to the contrary in this Security Exhibit, Agency understands and acknowledges that Agency will be solely responsible for implementing and maintaining access and security controls on its own devices and systems.

**Section 7. Security Breach Management.**

**7.1 Notice.** For the purposes of this Agreement, a "Security Breach" means the unauthorized use, access or disclosure of Content. Box will promptly notify Agency of any confirmed Security Breach. Box will cooperate with Agency's reasonable requests for information regarding any such Security Breach, and Box will provide regular updates on the Security Breach and the investigative action and corrective action taken. Notification will be delivered to the Administrator(s) of Agency's Box Service account ("Notification Email Address"). Agency is solely responsible for ensuring that the Notification Email Address associated with Agency's account is current and valid.

**7.2 Remediation.** In the event Box knows or has reason to know of a Security Breach, Box will, at its own expense: (a) investigate the actual or suspected Security Breach; (b) provide Agency with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, upon Agency's written request; (c) remediate the effects of the Security Breach in accordance with such



remediation plan; and (d) reasonably cooperate with Agency and any law enforcement or regulatory official investigating such Security Breach.

**Section 8. Business Continuity and Disaster Recovery.** Box implements and maintains business continuity and disaster recovery capabilities designed to minimize disruption of providing the Box Service to Agency in the event of a disaster or similar event. Box shall review its business continuity and disaster recovery plans on at least an annual basis and update such plans, as needed in accordance with generally accepted industry standards. Further, Box will perform (or have a qualified third party perform) at least annual testing of its business continuity and disaster recovery capabilities and provide to Agency, upon written request, a summary of Box's business continuity and disaster recovery capabilities, including related testing performed during the last year.

**Section 9. Subprocessors.** Box requires that, prior to engaging in any Processing, a Subprocessor must enter into a written Agreement with Box agreeing to meet Box's security and privacy standards. Subprocessors authorized to perform services on behalf of Box shall commit to an appropriate obligation of confidentiality, in no event be less protective than the Agreement. Box, at its sole discretion and in accordance with its vendor management program, will perform periodic vendor assessments for security and privacy. Box will only permit Subprocessors' to access what is necessary to provide the Box Service and any associated services. Box will remain liable for all responsibilities and obligations of Box under the terms and conditions of the Agreement, even if such responsibilities and obligations are performed by Box's Subprocessors. Information regarding current Subprocessors that may Process Content, including Agency Personal Data, can be found on the Box Subprocessor website found here: <https://www.box.com/legal/subprocessors>. This Subprocessor list may be updated from time to time by Box. Agency and its Users may subscribe to updates to this list on the Subprocessor website.

**Section 10. Background Checks.** Where legally permitted and in accordance with local law and custom, Box shall perform the following background checks:

- (a) For US-based employees, on hire, Box's background checks include: SSN Trace, Criminal County Search (7-Year Address History), Multi-State Instant Criminal Check, Nationwide Sex Offender Registry Check, OFAC Check, OIG/GSA Combined Search. Box also uses E-Verify and confirms employment eligibility via the Form I-9 for all employees.
- (b) For Canada-based employees, on hire, Box's background check consists of Canada Criminal Search (CPIC).
- (c) For UK-based employees, on hire, Box performs ID verification, criminal record checks in the UK, credit and address check verification (6 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).
- (d) For Japan-based employees, Box cannot agree to perform any types of background checks as background checks are not permitted by law in Japan.
- (e) For EU-based employees (but not based in the UK), on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers, where legally permitted and in accordance with local law and custom).
- (f) For Australia-based employees, on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(g) For Subprocessors, Box will require that material Subprocessors perform background checks for their personnel performing services for Box in accordance with applicable local laws and customs, to the extent related directly to the Box Service.



**BOX KEYSAFE KMS ADDENDUM  
(v05302023)**

This Box KeySafe key management service ("**KeySafe KMS**") addendum ("**KMS Addendum**") to the underlying service agreement with Box applicable to Customer's use of the Box Service (e.g., the Box Service Agreement) ("**Agreement**") is entered into by and between the Box entity and customer identified on the applicable Order (respectively, "**Box**" and "**Customer**") for Customer's access and use of KeySafe KMS. Box and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**".

**Section 1. Addendum Scope**

The Parties understand and agree that this KMS Addendum covers the use of KeySafe KMS and that this KMS Addendum does not alter the terms of the Agreement unless expressly set forth herein. In case of conflict between this KMS Addendum and the Agreement, the terms and conditions set forth in this KMS Addendum shall control as it applies to Customer's use of KeySafe KMS. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement.

**Section 2. KeySafe KMS**

Subject to the terms and conditions of the Agreement and this KMS Addendum, including the timely payment of all applicable fees, Box hereby grants Customer the right to use KeySafe KMS during the Subscription Period as set forth in the applicable Order. Customer acknowledges and agrees that it is required to purchase one KeySafe KMS account for each Account it purchases for the Box Service.

**Section 3. Customer Responsibilities**

During Customer's use of KeySafe KMS, Customer shall: (a) comply with the then-current technical documentation applicable to KeySafe KMS; and (b) provide Box with information sufficient to enable setup and support for KeySafe KMS, which information includes, but is not limited to encryption key ID, access key and secret access key.

**Section 4. Hosting Partner**

Customer understands and agrees that the functionality of KeySafe KMS requires Customer to contract with a third-party data hosting partner ("**Hosting Partner**"). In order for Customer to use KeySafe KMS, prior to implementation, Customer must separately purchase a license subscription dedicated solely to KeySafe KMS from a Box approved third party Hosting Partner. Box is not responsible for providing any maintenance or support in connection with the Hosting Partner's products or services. Customer's subscription with the Hosting Partner is subject to the service terms for such subscription as agreed upon by the Customer and the Hosting Partner.

**Section 5. Enhanced Support Services**

During any Subscription Period in which Customer uses KeySafe KMS, Customer must purchase Enhanced Support Services from Box.

## Section 6. Revisions to the Agreement

For the purposes of this Addendum and Customer's utilization of KeySafe KMS, the following definitions shall apply notwithstanding any defined term used in the Agreement:

**"Downtime"** means any period during which the Customer is unable to access the Box Service, as measured at the Box network by industry standard tools, because of a Box Service system wide Issue preventing access to Content and expressly excluding downtime caused by: (a) Customer's failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS; (b) any period of time under which KeySafe KMS is not available or experiences degradation as a result of required third-party software updates to KeySafe KMS; and iii) any downtime experienced by Hosting Partner.

**"Scheduled Downtime"** means: (a) a scheduled time period in which the Box Service is unavailable for use, and upon notice to Customer where practical; or (b) the standard time period in which the Hosting Partner has provided notice to Customer of such downtime.

## Section 7. Technical Customer Contact

During the Subscription Period, Customer shall ensure it has appropriate technical resources with KeySafe KMS experience ("**Technical Customer Contact**") such that Customer can provide a 24/7 technical liaison with Box with respect to KeySafe KMS. Customer shall provide Box with the contact information including email and phone number of its Technical Customer Contact(s) and ensure Box is notified immediately should such information change.

## Section 8. Professional Services and Training

Customer understands and agrees that deploying KeySafe KMS requires detailed process design, planning, governance, support and additional training and requires the separate purchase of professional and training services from Box.

## Section 9. Customer Warranties

In addition to the warranties set forth in the Agreement, Customer represents and warrants to Box that Customer has proper rights, access methods, support and permission to any application that will be integrated with the Box Service to enable KeySafe KMS, including but not limited to the Hosting Partner.

## Section 10. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT, BOX EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO HOSTING PARTNER'S PROVISION OF PRODUCTS OR SERVICES.

## Section 11. Disclaimer of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, BOX SPECIFICALLY DISCLAIMS LIABILITY FOR ANY DAMAGES WHATSOEVER ARISING FROM: (A) CUSTOMER'S FAILURE TO MEET ITS OBLIGATIONS WITH RESPECT TO KEYSAFE KMS AS SET FORTH IN THIS KMS ADDENDUM; OR (B) HOSTING PARTNER'S PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION,

**CONTENT BREACHES, CONTENT LOSS OR UNAVAILABILITY AND DOWNTIME.****Section 12. [Reserved]****Section 13. Ownership**

This KMS Addendum does not convey to Customer any rights of ownership in KeySafe KMS and Customer acknowledges Box's intellectual property rights in KeySafe KMS. All right, title, and interest in KeySafe KMS and in any ideas, know-how, and programs which are developed by Box in the course of providing any technical services to Customer, including any enhancements or modifications made to KeySafe KMS, shall at all times remain the property of Box or its licensor.

**Section 14. Functionality**

Customer understands and acknowledges that certain functionality of the Box Service may be limited as a result of implementation of KeySafe KMS as described in the KeySafe KMS technical documentation.

**Section 15. Customer Obligation**

Upon written notice from Box, Customer agrees to provide reasonable support and timely removal of Content that has come to Box's knowledge as including a virus, malware or harmful code, or is illegal or in the event that Box has received a valid process. In the event that such Content is not removed within forty-eight (48) hours of written notification, Box has the right to suspend or disable the specific user account or Customer's account.

**Section 16. Key Rotation**

Box may assist Customer in the implementation of the initial key. If Customer changes the key ("Key Rotation(s)"), Customer will coordinate with Box, and Customer will be solely responsible and liable for any such Key Rotations. Customer acknowledges that if it improperly manages the Key Rotation, then: (a) Customer may not be able to decrypt or otherwise access its Content; and (b) Box will not be able to help Customer decrypt or otherwise access the Content. In no event will Box be responsible or otherwise liable for the Key Rotations or impacts of the Key Rotations.

**Section 17. Post-Termination Obligations**

In the event Customer wishes to discontinue its use of KeySafe KMS but maintain access to Content in the Box Service, Customer understands and acknowledges that it will need to maintain an active account of KeySafe KMS and any applicable subscriptions with Hosting Partner and Box until all Content has been re-keyed (i.e., the process for changing one encryption key to another) to no longer require a Customer-controlled encryption key. Customer understands and acknowledges that in order for Customer to obtain limited access to KeySafe KMS for the purposes of Customer's retrieval of Content following expiration or termination of the Agreement pursuant to the terms of the applicable termination access provision in the Agreement, Customer is required to maintain an active account between Hosting Partner and its Box Service account for that period of time.

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**ATTACHMENT FF  
VERSAFILE END USER LICENSE AGREEMENT (EULA)**



## VERSAFILE END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is agreed to by and between State of Nevada Department of Motor Vehicles ("Licensee"), with its principal place of business at 555 Wright Way, Carson City, Nevada 89711, and VersaFile USA Inc., with its principal place of business located at 506 Second Ave, Suite 1400, Seattle, Washington 98104 ("VersaFile").

### 1. GENERAL TERMS

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE SOFTWARE, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE SOFTWARE; AND
- PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE SOFTWARE WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE.

### 2. DEFINITIONS

**"Authorized Use"** – the specified level at which Licensee is authorized to execute or run the Software, which may be measured by number of users, number of servers, number of SAP users, or other level of use as specified by VersaFile.

**"Object Code"** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

**"Software"** – includes, for all whole or partial copies, the original machine-readable instructions and data, procedures, routines, methods, components, files, and modules including but not limited to supporting materials such as keys and documentation.

**"Exhibit A"** – evidence of Licensee's Authorized to Use. The Exhibit A is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If VersaFile does not provide Licensee with an Exhibit A, then VersaFile may accept as the Exhibit A the original paid sales receipt or other sales record from the party (either VersaFile or its reseller) from whom Licensee obtained the Software, provided that it specifies the Software name and Authorized Use obtained.

### 3. GRANT OF LICENSE

The Software is owned by VersaFile or a VersaFile supplier, and is copyrighted and licensed, not sold.

VersaFile grants Licensee a nonexclusive license to 1) use the Software up to the Authorized Use specified in the Exhibit A, 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that

- a. Licensee has lawfully obtained the Software and complies with the terms of this Agreement;
- c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Software;
- d. Licensee ensures that anyone who uses the Software (accessed either locally or remotely) 1) does so only on Licensee's behalf and 2) complies with the terms of this Agreement;

- e. Licensee does not 1) use, copy, modify, or distribute the Software except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Software, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Software's components, files, modules, audio-visual content, or related licensed materials separately from that Software; or 4) sublicense, rent, or lease the Software.

This license applies to each copy of the Software that Licensee makes.

### **3.2 Term and Termination**

This Agreement is effective until terminated. VersaFile may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement. If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Software. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

## **3. FEES**

Software is licensed hereunder by a subscription license with annual recurring license fees.

## **4. SOFTWARE TRANSFER**

Licensee may transfer the Software and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Software to another party. Licensee may not transfer a portion of 1) the Software or 2) the Software's Authorized Use. When Licensee transfers the Software, Licensee must also transfer a hard copy of this Agreement, including the Exhibit A. Immediately after the transfer, Licensee's license terminates, in which case terms of section 3.2 apply.

## **5. WARRANTY AND EXCLUSIONS**

### **5.1 Limited Warranty**

VersaFile warrants to Licensee for the fixed term that the Software will materially operate in accordance with and conform to the specifications set forth in the Documentation and Specifications. In the event Licensee determines that Software is a noncomplying Software at the date of delivery to Licensee, Licensee will notify VersaFile or VersaFile's Reseller and VersaFile will remedy the nonconformance. If it is not possible for VersaFile to repair the said nonconformity or to replace the Software within a reasonable period of time, Licensee may return the Software and its Exhibit A to the party (either VersaFile or its Reseller) from whom Licensee obtained it and receive a refund of the amount Licensee paid. After returning the Software, Licensee's license terminates. If Licensee downloaded the Software, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund. The warranty applies only to the unmodified portion of the Software (unless modified by VersaFile).

### **5.2 Exclusions**

THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

The Licensee understands that VersaFile is not responsible for and will have no liability for any hardware, software, or services provided by any third party other than VersaFile or any of its subcontractors unless provided or engaged by VersaFile itself.



## **6. LIMITATION OF LIABILITY**

Regardless of the basis on which Licensee is entitled to claim damages from VersaFile (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), VersaFile's entire liability for all claims in the aggregate arising from or related to each Software or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Software is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Software that is the subject of the claim. This limit also applies to any of VersaFile's Software developers and suppliers. It is the maximum for which VersaFile and its Software developers and suppliers are collectively responsible.

UNDER NO CIRCUMSTANCES IS VERSAFILE, ITS SOFTWARE DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: a. LOSS OF, OR DAMAGE TO, DATA; b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR c. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. This Section 7 shall survive the expiry or termination of this Agreement.

## **7. COMPLIANCE VERIFICATION**

The rights and obligations set forth in this Section 8 remain in effect during the period the Software is licensed to Licensee, and for two (2) years thereafter.

### **7.1 Verification Process**

Upon reasonable notice, Licensee agrees to create and provide to VersaFile, its Reseller and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use or removal of all Software is in compliance with the Software Terms.

## **8. GENERAL**

- a. Nothing in this Agreement affects any statutory rights of customers that cannot be waived or limited by contract.
- b. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- c. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- d. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- e. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- f. Neither Licensee, Reseller nor VersaFile is responsible for failure to fulfill any obligations due to any event beyond the reasonable control of the party, provided the non-performing party is without fault and further provided, the failure could not have been prevented by reasonable precautions such as fire, flood, elements of nature, acts of God, acts of war, pandemics, terrorism or civil unrest (Force Majeure).
- g. VersaFile has signed agreements with certain organizations (called "Resellers") to promote, market, and support certain Software. Resellers remain independent and separate from VersaFile. VersaFile is not responsible for the actions or statements of Resellers or obligations they have to Licensee.

**EXHIBIT A**  
**VERSAFILE SOFTWARE**

Subscription Initiation Date: \_\_\_\_\_  
(MM/DD/YYYY)

Subscription Expiration Date: \_\_\_\_\_  
(MM/DD/YYYY)

This is an Exhibit to the VersaFile End User License Agreement between \_\_\_\_\_,  
(hereinafter called "LICENSEE") and VersaFile Inc. (hereinafter called "LICENSOR").

**1. Licensed Software Description**

<b>VERSAFILE SOFTWARE NAME</b>	<b>QTY</b>
Docuflow for Integration - Enterprise base system	1
D4i box Connector	1

**2. Licensee Contact and License Location(s) and/or Hosting Location(s)**

Business Contact: Angelina Sampson

Email: angelenasampson@dmv.nv.gov



**SCHEDULE A****VERSAFILE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS**

These terms and conditions relate to and are incorporated into the above referenced agreement (the "Agreement").

**1. COVERAGE**

Subject to the terms hereof, VersaFile will provide Maintenance and Support Services only for the Software for which a Maintenance fee for such services is specified in the applicable Exhibit A(s), for the then-current release of the Software.

**2. MAINTENANCE AND SUPPORT SERVICES**

The Maintenance and Support Services to be provided herein by VersaFile to Licensee consist of:

(a) Telephone, Web Portal or Email Support. From Monday until Friday inclusive from 8:00 a.m. to 5:00 p.m. pacific time (with the exception of public Canadian and US holidays): The support includes information by telephone and in writing on questions regarding the use of the Software and for the analysis of error sources.

(b) Company will perform remote Error Correction of the Software. This Error Correction consists of analysis, identification and elimination of Errors in conformance with the Case Priority and Response times list set forth in Section 4 below. Analysis and elimination of errors will be accomplished by remote data transmission and Licensee grants to VersaFile the right of access to Licensee's test or production system where the defect can be reconstructed. Licensee is responsible for maintenance and installation of any common carrier equipment or communication service related to the operation of the Software that is not furnished by VersaFile. Licensee is also responsible for charges incurred for communication facilities at Licensee's facilities, whether incurred by Licensee or by VersaFile support representatives while providing support on the Software.

(c) VersaFile shall supply to Licensee those product updates that VersaFile, in its sole discretion, makes generally available. Product updates consist of one (1) copy of published revisions to the printed Documentation and one (1) copy of revisions to the machine readable Software. Product Updates may include updated Software or functionally improved software, as well as the revision of Software application errors, however they do not include software that is designated by the VersaFile as products for which it charges a separate fee. Upon installation of updates, prior versions are to be destroyed by Licensee.

**3. TERM**

Maintenance and Support Services shall be provided during the Term in accordance with each Exhibit A in respect of same and shall terminate at the earlier of the date(s) set forth in the date of expiry or termination of the Agreement.

#### 4. CASE PRIORITY AND RESPONSE TIMES

Company shall exercise commercial reasonable efforts to perform Error Corrections for Errors reported in writing to it by Licensee in respect of the current unmodified release of Software in accordance with the priority level reasonably assigned to such Error by VersaFile, as follows:

Priority	Description	Max Response Time	Support channel
<b>CRITICAL (P1)</b>	A production system is down or there is a critical impact to the customer's business. No mutually acceptable workaround has been presented.  The email subject line must contain: <b>"VFCRITICAL"</b>	2 Business Hours	Phone <b>AND</b> Email
<b>HIGH (P2)</b>	A problem with non-critical product functionality or a problem that renders the product difficult but not impossible to use.	4 Business Hours	Web or Email or Phone
<b>MEDIUM (P3)</b>	Minor problem with the product that needs correction, a how-to question or questions related to product compatibility. Also includes requests for new features and configuration change requests.	8 Business Hours	Web or Email or Phone
<b>LOW (P4)</b>	Request for review, information, research, opinion, best practice or other.	8 Business Hours	Web or Email or Phone

##### 4.1. Error Corrections

###### (a) CRITICAL (P1)

Where an Error that renders the Software inoperative or causes the Software to fail catastrophically, VersaFile shall promptly: (i) assign applicable personnel to correct the Error; (ii) provide Licensee with periodic reports on the status of the corrections; and (iii) initiate work to provide Licensee with a Workaround or Fix.

###### (b) HIGH (P2)

Where an Error that substantially degrades the performance of the Software or materially restricts Licensee's use of the Software, VersaFile shall exercise commercial reasonable efforts to include the Fix for the Error in the next regular Software maintenance update.

###### (c) MEDIUM (P3) and LOW (P4)

Where an Error that causes only a minor impact on the performance of the Software or Licensee's use of the Software, VersaFile, at its sole option, may include the Fix for the Error in a later major release of the Software.

#### 5. EXCLUSIONS

Company shall have no obligation to provide Maintenance and Support Services nor perform Error Corrections, for:

- (a) modified Software, which modification was not carried out or authorized by VersaFile;
- (b) problems caused by software, hardware or application software which is not supplied by VersaFile;

(c) Software problems caused by Licensee's negligence or abuse, by Licensee's use of Software other than as specified in the VersaFile's user manual, or by other factors beyond the reasonable control of VersaFile; or

(d) problems produced by a computer virus in the System, which was not contained in the Software when delivered to End User.

## 6. ADDITIONAL SERVICES

If VersaFile reasonably believes that a problem reported by Licensee may not be due to an Error in the Software, or falls within areas of exclusion referred to in Section 5 above, VersaFile will so notify Licensee in writing. At that time, upon Licensee's request, VersaFile may agree to provide changes and adjust the Software to the Licensee's requirements, provide training services, or other additional support services, solely within VersaFile's in-house capacity, at VersaFile's then-current consulting rates under a separate agreement executed by the parties.

## 7. DEFINITIONS

"Error" means an error in the Software that significantly degrades the Software as compared to the Company's published performance specifications.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of object or executable code versions of Software to remedy an Error.

"Major Release" means a release version of the software which comprises a substantial change to the Licensed Software and may include architectural changes. A Major Release is denoted by a change in the version number to the left of the left most decimal point.

"Previous Sequential Release" means at any time the Major Release of software that has been replaced by the then-current Major Release of the same Software.

"Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Software.

CETS#

**ATTACHMENT GG**  
**CONTRACTOR QUOTE AND TERMS OF SERVICE**





## Box.com Government at Carahsoft

Carahsoft Technology Corp.

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FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 40304386  
QUOTE DATE: 08/04/2023  
QUOTE EXPIRES: 09/14/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$2,972,682.00

TOTAL QUOTE: \$2,972,682.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2023 End Date: 09/14/2024	\$152.99	COOP 1300	\$198,887.00
2	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2023 End Date: 09/14/2024	\$16.54	COOP 1300	\$21,502.00
3	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2023 End Date: 09/14/2024	\$2.49	COOP 1300	\$3,237.00
4	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Box Consulting Project Carahsoft Technology Corporation - CPP-POINT-F Start Date: 09/15/2023 End Date: 09/14/2024	\$0.9600	COOP 1814815.04	\$1,742,222.44
5	D4I-E-12-491	Docuflow for Enterprise base - Subscription + File system Connector solution, File System Connecto 2 Year Subscription VersaFile USA - D4I-E-12 Start Date: 09/15/2023 End Date: 09/14/2025	\$2,666.67	COOP 24	\$64,000.08
6	D4I-E-BC-491	Docuflow for Enterprise - Connector for Box Platform 2 Year Subscription VersaFile USA - D4I-E-BC Start Date: 09/15/2023 End Date: 09/14/2025	\$533.33	COOP 24	\$12,799.92

## GOVERNMENT - PRICE QUOTATION



Box.com Government at Carahsoft



Carahsoft Technology Corp.  
 11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 SUBTOTAL:						\$2,042,648.44
YEAR 2						
7	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2024 End Date: 09/14/2025		\$305.99 COOP	1300	\$397,787.00
8	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2024 End Date: 09/14/2025		\$33.08 COOP	1300	\$43,004.00
9	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2024 End Date: 09/14/2025		\$4.96 COOP	1300	\$6,448.00
10	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Box Consulting Project Carahsoft Technology Corporation - CPP-POINT-F Start Date: 09/15/2024 End Date: 09/14/2025		\$0.9600 COOP	37037.04	\$35,555.56
YEAR 2 SUBTOTAL:						\$482,794.56
YEAR 3						
11	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2025 End Date: 09/14/2026		\$305.99 COOP	1300	\$397,787.00
12	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2025 End Date: 09/14/2026		\$33.08 COOP	1300	\$43,004.00
13	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2025 End Date: 09/14/2026		\$4.96 COOP	1300	\$6,448.00
YEAR 3 SUBTOTAL:						\$447,239.00
SUBTOTAL:						\$2,972,682.00
TOTAL PRICE:						\$2,972,682.00
TOTAL QUOTE:						\$2,972,682.00



## Box.com Government at Carahsoft



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11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
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[www.carahsoft.com](http://www.carahsoft.com) | [sales@carahsoft.com](mailto:sales@carahsoft.com)

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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This is a 3 year term and will be invoiced annually. The purchase order to Carahsoft must state the 3 year term amount of \$2,972,682.00 and must include the following term statement and annual invoice schedule:

\*\*The 3 year term for the Box licenses outlined above has period of performance 9/15/23 - 9/14/26. The Box licenses are up for renewal on 9/15/26.

## Annual Invoice Schedule:

Year 1 - \$2,042,648.44

Year 2 - \$482,794.56

Year 3 - \$447,239

The Enterprise Plus product entitles Customer to the applicable products and features described in the Feature Matrix found attached or at the following link: <https://cloud.box.com/s/mznm291s3jaxjksabt1obf21kthg3x4l>, which is hereby incorporated into this Order.

For the avoidance of doubt, the Customer is entitled to the Enterprise Plus product, which is inclusive of the Premier Enhanced Services described in the Premier Services datasheet, which can be found at the following link: <https://cloud.box.com/v/EntPlusPremierServices>. For clarity, the Customer is entitled to the Service Level Commits as described within the Premier Services datasheet.

Notwithstanding anything to the contrary in the foregoing, the Enterprise Plus product is for a total of 1,300 employees ("Employee Limit") during the Subscription Period of this Order, and allows Customer to benefit from a 10% growth overage in addition to the Employee Limit at no additional charge.

For the first consecutive renewal of this Order, as long as the amount of recurring product types identified as Recurring Charge Types as per the order form ("Recurring Products") and the duration of the contract term purchased during such renewal are equal to or greater than the number of Recurring Products and the duration of the contract term previously purchased, the Parties agree that the fee per user for each Recurring Product will not increase by more than 3% relative to Service Period #2. Recurring Products purchased under this paragraph are solely for resale to Customer.

This Order entitles Customer to the following Box Zones-Multi Location(s): US (Box Service Providers) - default.

Notwithstanding anything to the contrary in the Reseller Agreement, the Parties agree that this Order shall renew only if mutually agreed by the parties in writing.

## The following terms and conditions apply:

KeySafe Addendum (Attachment EE in Services Agreement)

• Services Agreement

• Statement of Work (Attachment CC in Services Agreement)

• Box Carahsoft EULA (Attachment EE in Services Agreement)

## Enhanced Services Level: Premier

Premier Services datasheet can be found at the following link: <https://cloud.box.com/v/EntPlusPremierServices>

Box Accelerator Program module redemption form can be found

here: [https://box.surveymonkey.com/r/KT6SGT9?box\\_sfdc\\_id=0067V000024nZ9yQAE&service\\_tier=Premier&branching\\_lang=en&lang=en](https://box.surveymonkey.com/r/KT6SGT9?box_sfdc_id=0067V000024nZ9yQAE&service_tier=Premier&branching_lang=en&lang=en)

The above agreements are not binding on Reseller and represent direct agreements between Box and Customer.

CETS#

**ATTACHMENT HH  
DMV REQUIREMENTS**



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-001	Administration and Reporting	The solution shall have fillable forms that save and link to applicant or user. <b>Examples:</b> a. Employee needs to make a request to telecommute. User needs to have the ability to retrieve a fillable form template, complete the form, and submit the form to Human Resources that links to their employee file or employee account. b. Applicant is applying for a new vehicle registration. User needs to have the ability to retrieve and complete a fillable form online and submit it or attach it to their application.	High	Configuration	Box can be configured to hold templated, fillable forms in a central location for employees to access and submit their version for approval or record keeping. Box can also be configured to integrate with fillable form tools like JotForm and others to ingest a PDF or document version of form responses.
CMS-002	Administration and Reporting	The solution shall allow viewing and modifying a document via a WYSIWYG editor/user interface. Please list what document types are subject to WYSIWYG.	Medium	Standard Feature	Collaborative editing is native to Box. Box Tools allows users with appropriate permissions to edit documents with their preferred tools either in the cloud (Word, Google Workspace, AutoCAD Online) or with locally installed applications. Designed for all file types, browsers, and platforms, Box Tools uses the default application installed on your computer to open and edit files: Docx files open in Microsoft Word, PPTx files open in Microsoft PowerPoint, Xlsx files open in Excel, and so forth. Box has recently improved our integration with Microsoft Office so that users can co-edit live using desktop versions of Office. Changes made to documents are automatically saved as a new version in Box. <del>From configuration information, we can create customizations such as:</del>
CMS-003	Administration and reporting	The solution must be able to build and save custom reports without having to write code. This is achieved by allowing the authorized user to select from a list of fields and date ranges, and run a query which generates a report. Another authorized user should be able to edit the underlying query.	Medium	Standard Feature	Box allows you to save the configuration settings of a report you run so you can run the same report again in the future, with the same configuration, so you don't have to manually configure the report each time. This not only saves you time, it allows you to ensure consistent reporting over time. Access to the Box reporting console is limited to the appropriate admin users. <a href="https://support.box.com/hc/en-us/articles/360043698100/VS">https://support.box.com/hc/en-us/articles/360043698100/VS</a>
CMS-004	Administration and reporting	The solution shall make available activity logs. Interactions or events relating to document creations, deletions and changes (including to metadata and permissions) must be available for an administrator to access in the activity logs within 30 minutes of the activity occurring.	Medium	Standard Feature	Reports can be generated on-demand for any specified time period and these reports can go back as far as 7 years, or as long as you have an account tariff with reporting access.
CMS-005	Administration and reporting	The solution shall cache frequently accessed content for rapid retrieval. An administrator must be able to configure both the criteria by which content is cached and the conditions under which the cache is refreshed. An administrator must also be able to request that the cache is cleared immediately, either through configuration or by deleting the cached files.	Medium	Standard Feature	Box Preview caches the most recent version of file previews in the browser, depending on your security configurations, and is purged as new versions of the file are created (dynamic watermarks are generated each time a file is previewed). Box Drive allows users to mark files for offline access and saves these files in a local cache. Configuration of the Box Drive cache in your user's environment is configurable by administrators to allocate appropriate storage for users associated with local Box file storage.
CMS-006	Administration and reporting	The solution shall have administrative console offering a dashboard that reports on overall system usage: The console must give an overview of how the enterprise is using the CSP. At a minimum, the console must offer high-level statistics on users, documents and storage. This dashboard should supply metrics, such as how many active users there are, the top locations (for example, sites, libraries or repositories) in terms of storage and how much storage space the service is consuming overall. Access to the dashboard must be security controlled and it must be possible to grant a user access to view the dashboard without having to also grant the user permission to change administrative settings.	High	Standard Feature	Box Insights is an administrator-only dashboard displaying overall system utilization metrics and is restricted based off administrative access to Box reporting. <a href="https://support.box.com/hc/en-us/articles/360044192653-Using-Insights-in-the-Admin-Dashboard">https://support.box.com/hc/en-us/articles/360044192653-Using-Insights-in-the-Admin-Dashboard</a> Further reporting is available within Box's admin reporting console. Co-Admin users with reporting access do NOT have full administrative access. <a href="https://support.box.com/hc/en-us/articles/360043696534-Running-Reports">https://support.box.com/hc/en-us/articles/360043696534-Running-Reports</a>
CMS-007	Architecture and Integration	The proposer must provide a fully managed, hosted service solution. The solution may be either proposer hosted or utilize a cloud provider, or a proposer hosted platform infrastructure. The proposer will be responsible to ensure a complete solution service is provided to The NV DMV and will be responsible for managing all aspects of The service proposed.	High	Standard Feature	Box (NYSE:BOX) is the Content Cloud: one secure, cloud-native platform for managing the entire content journey. We have built our platform from the ground up on a cloud-based architecture, which enables us to rapidly develop, update and provision our services to users.
CMS-008	Architecture and Integration	The solution shall integrate with a wide variety of enterprise information systems and applications. The solution shall expose a complete and well-defined API for access to its repositories, as well as its functional and administrative capabilities. The integration via REST and/or SOAP APIs must be provided that support, but are not limited to, the following actions: create content, create metadata, retrieve content and metadata, retrieve activity or audit logs, update content, update metadata, delete content, delete metadata and search.	High	Standard Feature	Our open platform allows for easy integration with other cloud-based and enterprise applications. We offer nearly 1,500 pre-built integrations with partners including Microsoft, Salesforce.com, Google, Adobe, Palo Alto Networks, Zoom, and others, as well as an open API for organizations to integrate Box with other packaged and home-grown applications, including solution applications our customers build for their customers. Box API documentation: <a href="https://developer.box.com/">https://developer.box.com/</a>

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-009	Architecture and Integration	The solution shall provide data migration features, e.g., import both content and revision and tracking history for various types of content such as Policy & Procedures, news, documents, and web content. This migration should support, but is not limited to, SharePoint, OpenText File 360 and OpenText AppItender. <b>Examples:</b> a. Memo for a customer is saved as a new version in SharePoint we would like to maintain all versions of that memo document for future reference. b. DMV has millions of historical documents and would like to import them into the new systems. Many of these are stored in OpenText File 360 and AppItender.	High	Configuration	Versa File's core competency is integration and migration solutions for ECM and Business systems. Through years of project experiences we developed Docuflow for Integration (D4i) as a content integration platform. The D4i is a low code/no code tool built to easily configure and perform migrations and integrations. Docuflow for Integration (D4i) is directly integrated into Box using the Java API. D4i handles the largest Box migrations with a scalable architecture that supports on-premise to cloud and cloud to cloud environments. Content transformation and data normalization can occur during migrations with detailed transit confirmations, error handling, and exception processes. Docuflow is built to configure and perform the largest and most difficult migration and integration challenges including multiple version handling and renaming and relinking capabilities. D4i has built in connectors for the most common source system like Sharepoint and SAP. These bi-directional connectors use business rules to support the normalization and transformation of content. Connectors to less common system can be easily built and plug into the extensible architecture. This tool was build for exactly the type of migrations that are need to move the
CMS-010	Architecture and Integration	The solution shall provide ADA, e.g., WCAG2.0AA Accessibility, and Title VI compliant features for users and administrators.	Medium	Standard Feature	The Box web app is WCAG2.0AA compliant. <a href="https://support.box.com/hc/en-us/articles/360043693214-Using-A-Box-Com-For-Accessibility">https://support.box.com/hc/en-us/articles/360043693214-Using-A-Box-Com-For-Accessibility</a>
CMS-011	Architecture and Integration	The solution shall support Unicode, e.g., unique character sets, such as Japanese, Russian, and Arabic.	Low	Standard Feature	Supported languages can be found here: <a href="https://support.box.com/hc/en-us/articles/360044192413-Languages-Supported-by-Box">https://support.box.com/hc/en-us/articles/360044192413-Languages-Supported-by-Box</a>
CMS-012	Architecture and Integration	The solution shall be available 24x7x365 and provide high performance and scalability. Please provide the systems verified uptime percentage. Ex:99.999%	High	Standard Feature	Box has a 99.9% uptime SLA
CMS-013	Architecture and Integration	The solution shall integrate with common content editing tools. Please describe how you are integrate into common editing tools and list which tools you are integrate with. <b>Example:</b> a. Using word, creating a document and want to be able to access content management system to save and open my document.	Medium	Standard Feature	Collaborative editing is native to Box. Box Tools allows users with appropriate permissions to edit documents with their preferred tools either in the cloud (365, Google Workspace, AutoCAD Online) or with locally installed applications. Designed for all file types, browsers, and platforms, Box Tools uses the default application installed on your computer to open and edit files: Docx files open in Microsoft Word, PPTx files open in Microsoft PowerPoint, Xlsx files open in Excel, and so forth. Box has recently improved our integration with Microsoft Office so that users can co-edit live using desktop versions of Office. Changes made to documents are automatically saved as a
CMS-014	Architecture and Integration	The proposer shall provide 24x7x365 maintenance and support. Proposers shall describe their support model, including Service Level Agreement (SLA) options, trouble reporting, and escalation processes, clearly outline types of support such as on-call or different levels of responsiveness.	High	Standard Feature	"When contacting Box for support, Customer will assign a priority to the issue in accordance with the table below. Box will provide an acknowledgement of a reported issue to Customer and a support agent will provide a response within the target timeframes specified for the applicable support level ("Response"). Upon review of the issue, and following Box's initial response to the Customer, Box may change the case prioritizations in accordance with the following descriptions:  Level 1 –Urgent: An issue that renders the Box Service completely inoperative for all Users and no workaround is available.  Level 2 –High: An issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.  Level 3 –Normal: An issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.  Level 4 –Low: An issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.  Enhanced Support Services Response Times. If Customer has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below.  Support/Response Hours: 24 hours/day, 365 days/year  Level 1 –Urgent: Within 1 hour  Level 2 –High: Within 2 hours  Level 3 –Normal: Within 2 hours



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-015	Architecture and integration	The solution should have structural flexibility, e.g., ability to change a content model (i.e., the solution's taxonomy) and/or manage multiple models simultaneously without major changes to the system.	Medium	Standard Feature	This is core to Box's flexible architecture, where files and folders can be configured as appropriate at any time. Routine configuration adjustments require no major changes. Some large file operations and migrations are best done in collaboration with Box Support to monitor progress and often Box Consulting will assist in design and implementation for more broad changes to your
CMS-016	Architecture and integration	The solution shall handle extra large object storage and management. The solution shall store and manage a file of at least 100GB without requiring custom development or third-party add-on products. This setting must be configurable to the nearest megabyte or a smaller unit.	Medium	Standard Feature	Box supports 150GB individual file size
CMS-017	Architecture and integration	The solution shall support a minimum of 1500 named user license or 400 concurrent user license with scalability.	High	Standard Feature	Box operates a per user license model with no limits on concurrency. Many of our customers are operating Box environments with 100,000+ users.
CMS-018	Architecture and integration	The solution shall have a native integration with Salesforce GovCloud.	High	Standard Feature	"Box has native integrations with Salesforce GovCloud. A plug and play integration is available in the AppExchange and further integrations are available via MuleSoft, Slack, Tableau, and embedded experiences built on the Salesforce developer toolkit. <a href="https://appexchange.salesforce.com/ListingDetail?listingId=a0N30000001qNeKEAU&amp;tab=e">https://appexchange.salesforce.com/ListingDetail?listingId=a0N30000001qNeKEAU&amp;tab=e</a> "
CMS-019	Architecture and integration	The solution shall allow for system errors to be integrated with an external IT Service Management (ITSM) system such as SolarWinds to create tickets.		Standard Feature	Please see the comments in CMS-020. Configuration with Solar Winds and other monitoring tools are common integration points for Box logs and admin alerts.
CMS-020	Architecture and integration	The solution shall allow for customizations to the system to facilitate future integrations as defined by the NV DMV and agreed to by the solution's company.	High	Standard Feature	Our open platform allows for easy integration with other cloud-based and enterprise applications. We offer nearly 1,500 pre-built integrations with partners including Microsoft, Salesforce.com, Google, Adobe, Palo Alto Networks, Zoom, and others, as well as an open API for organizations to integrate Box with other packaged and home-grown applications, including solution applications our customers build for their customers.
CMS-124	Architecture and integration	The solution shall have the ability to integrate with Microsoft Office and Outlook.	High	Standard Feature	Box for Office helps you create, edit, and share your documents more effectively. Box for Office includes Box functionality for key Office products—Microsoft Word, Excel, PowerPoint, and
CMS-125	Architecture and integration	The solution shall have the ability to integrate with Cisco Webex	High	Standard Feature	Box has a native integration with WebEx Teams <a href="https://help.webex.com/en-us/article/nr6ckfeh?Webex-Apex-N7C-Box-Integration">https://help.webex.com/en-us/article/nr6ckfeh?Webex-Apex-N7C-Box-Integration</a>
CMS-126	Architecture and integration	The solution shall have the ability to integrate with Clariti Drawbridge	High	Customization	Box has open APIs for any custom integration and to embed content experiences within Clariti Drawbridge. This can also be accomplished via Box's native integrations with MuleSoft or other central orchestration tools. VersaFile's Docuflow for Integration provides a comprehensive platform for content integration for both content and associated metadata for realtime integration into business solutions. D4I can be used to build a reusable connector for Clariti Drawbridge that plugs into the content integration platform. Either or both approaches can be used by the Nevada DMV depending on the use case and requirements.
CMS-127	Architecture and integration	The solution shall have the ability to integrate with Motor Carrier vendor Explore	High	Customization	Box has open APIs for any custom integration and to embed content experiences within your Motor Carrier vendor Explore. This can also be accomplished via Box's native integrations with MuleSoft or other central orchestration tools. VersaFile's Docuflow for Integration provides a comprehensive platform for content integration for both content and associated metadata for realtime integration into business solutions. D4I can be used to build a reusable connector for Clariti Drawbridge that plugs into the content integration platform. Either or both approaches can be used by the Nevada DMV depending on the use case and requirements. D4I can also be used with our Customer Success Automation (CSA) tool and our integration into various business applications.
CMS-128	Architecture and integration	The solution shall have the ability to integrate with MuleSoft	High	Customization	Box has API for integration that can be used by DMV's Sales Force Integrator. VersaFile's Docuflow for integration provides comprehensive platform for content integration for both content and associated metadata for realtime integration into business solutions. D4I can be used to build reusable connector for MuleSoft. Either or both approaches can be used by the DMV depending on the use case and detailed user requirements.
CMS-021	Capture	The solution shall have image correction and enhancement: In a captured document image, basic flaws can prevent or degrade further processing and management. To fix these flaws, tools must be available for both automatic and manual application. At a minimum, the CSP must provide the following adjustments natively, without the need for a separate application: Brightness and contrast adjustment. Resizing. Cropping. Rotation. Conversion to grayscale.	High	Customization	Box can integrate with any document ingestion and scanning platform as well as editing tools that are locally available on user machines. Typically image adjustment, rotation, redaction, and cropping is accomplished via integrated editing tools or through integrations with scanning and document ingestion platforms. VersaFile D4I can be used for image correction within the Box and user experience in order to support OCR as a Service. This way content can either be modified and adjusted before it arrives in Box, or once content is uploaded any edits can be tracked as part of a document's version history.



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-022	Content Creation and Collaboration	The solution shall have a clear taxonomy tool for content setup and integrating metadata. The tool will allow classification and management/editing of metadata associated to content.	High	Standard Feature	Box provides a metadata taxonomy tool for content set-up. Versatile D4i can be used to support bi-directional metadata synchronization for set-up and use between Box and Salesforce. This function can be used to reflect Box metadata fields in the Salesforce metadata display. This may also
CMS-023	Content Creation and Collaboration	The solution shall acquire content and documents from direct input, customer uploads, emails, and scanning. <b>Examples:</b> a. Customer emails a title to the DMV and the system uploads the title to the customer case. b. Scanning batches of customer titles, the OCR software collects VIN and customer names. The ABBYY scanning software needs to connect to the CSP to store the file, record the meta data with the file, and provide a link to the file in Salesforce.	High	Configuration	Box provides the tools for direct input and customer upload of content and metadata into Box. Versatile D4i provides the integration from ABBYY scanning and validation into Box and provides the content link to the Box native Salesforce connector. D4i can also extend bi-direction sync of metadata between Box and Salesforce to update Salesforce records and Box metadata depending on detailed technical requirements.  Each folder within Box can have a unique email address automatically generated to use for uploading content via email attachments. At scale, Box works with a variety of technology partners to support direct email attachment scraping into Box to eliminate the risk of attachments
CMS-024	Content Creation and Collaboration	The solution shall use relationship management for both content creation and editing, tracking creation and every editor or publisher. <b>Example:</b> a. user "A" creates the document. User "B" edits the document. Tracking who creates, edits and publishes.	Medium	Standard Feature	All actions taken by paying business users and their external collaborators in Box are tracked and auditable by our customers' authorized administrators through Box's native administrative applications. The tracking and audit data are also accessible to administrators with the appropriate access rights via our APIs.
CMS-025	Content Creation and Collaboration	The solution shall provide a content library that serves as a "single source of truth" for content used in creating documents and other types of media. The DMV has key content pieces that may be used in various documents and on the web. When creating new content, the user should have clear access to the current source of the material so that we eliminate the use of out dated material. The solution will track re-used content. <b>Examples:</b> a. DMV policies and state law drive much of our training material, the policies and laws are often included in the training material so the solution should use the source policy or law and track its use in the training material. b. The Research and Project Management administrator is creating a new policy document. The admin needs the current documents header and footer information and graphics. The admin needs standard disclaimer information. The admin needs current legal text on the policy they are creating. c. The Public Information Officer (PIO) is creating a press release. The PIO needs a	High	Standard Feature	Content can be copied from folder locations that have pre-approved templates/base documents. Optionally, automated workflow can be used to automatically copy content from a library of up-to-date templates as a basis for creation of new documents.  More sophisticated tracking of standard clauses and which documents they appear within can be accomplished by integrating Box with a system for document generation or web content management that tracks the unique identifier of each document (Box Document ID) or associated metadata that helps identify which documents use specific policies.
CMS-026	Content Creation and Collaboration	The solution shall provide global change capabilities using content from the "single source of truth." <b>Examples:</b> a. Users change content in one instance and that content is automatically updated everywhere else it appears (i.e., change a warning that appears in 20 documents once, rather than 20 times). b. Users change content on a template and are able to search existing documents to find where that content is used to determine if it needs to change.	High	Customization	Pushing updates like this continues to be more of a web content management use case, where Box is not tracking usage of individual clauses and phrases. Box would likely integrate with these systems as the system where finished content is published, but tracking would occur outside of Box in these separate systems.
CMS-027	Content Creation and Collaboration	The solution will support metadata creation, editing, and management of documents, such that when creating a document, the user should be able to select multiple standard metadata tags and enter a new tag if their role allows.	High	Standard Feature	Users can associate multiple metadata templates and tags to documents.
CMS-028	Content Creation and Collaboration	The solution shall provide template creation, editing, use tracking, and management. <b>Example:</b> a. The Research and Project Management administrator is creating a new policy document, so they use a template with the current documents header and footer information, graphics, standard disclaimer information and current legal text.	Low	Standard Feature	Template documents can be hosted within team folder structures and reused as new documents need to be created that leverage this templated information.
CMS-029	Content Creation and Collaboration	The solution shall track distribution of content and any approvals to a list of people or groups. Some documents are required to be either edited or viewed by specific people within the organization. The owner of the document needs to be able to verify that the user received and approved or viewed the document. The users need to be notified and indicate when their task is complete.	Medium	Standard Feature	Tasks in Box show details of the task to be performed (general task or approvals). Notifications are sent out when a user completes a task. Content Insights in Box makes it easy to see how each piece of content is being used, who is using it, and when it is being accessed. Content Insights provides a clear picture of how individual pieces of content are performing and surfaces the information needed to move forward.



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-030	Content Creation and Collaboration	The solution shall allow content versioning and controls such as rollback and restore.	High	Standard Feature	Box has unlimited versions. Previous versions can be rolled back/restored.
CMS-031	Content Creation and Collaboration	The solution shall provide notification of content changes. <b>Example:</b> a. Legislative document has been updated with new language and we want DMV users to be notified (would like it to apply to web, chatbot, forms, P&Ps, and social media platform).	Medium	Customization	Integration with web content management platform required. Content stored in Box would need to be referenced by an external system to accomplish this level of specific notifications, tracking, and updates.
CMS-032	Content Creation and Collaboration	The solution provides form creation and management. <b>Example:</b> a. Human Resources generate a computer user policy form for employees to fill out and sign.	Low	Standard Feature	Box has a native eSignature platform included for all business users at no cost. Box Sign's bulk send feature can send a templated form document to all employees and capture their signatures individually. <a href="https://support.box.com/hc/en-us/articles/5498108287515-Using-Batch-Send-templates">https://support.box.com/hc/en-us/articles/5498108287515-Using-Batch-Send-templates</a>
CMS-033	Content Creation and Collaboration	The solution shall have the ability to add a new document to the repository directly from authoring applications without leaving the authoring environment or application. Any required metadata must be added by the system or supplied by the user from within the authoring application interface.	Medium	Standard Feature	The Box for Microsoft Office integration allows administrators to list Box as a managed place in the Office environment. This helps streamline creation of Office documents directly from Word, PowerPoint, and Excel into the designated folders within Box. Metadata can be automatically inherited by any documents based on the location where files are created.
CMS-034	Content Creation and Collaboration	The Solution shall have the capability to bulk import content to export large amounts of content with minimal intervention or oversight. During the import, the structural integrity of the content must be maintained, along with all existing default and custom metadata, including (but not limited to) security, permissions, relationships and dependencies.	Medium	Configuration	VersaFile Docuflow for Integration is built for bulk import (or real time updates) of very large amounts of content and metadata from source legacy systems. The toolset include capabilities to crawl the content platforms, ingest, index and store the information, transform and migrate the content, relink and update the source and destination systems, and archive and delete content from the source system. D4i migrates and/or changes security, permission, relationships and dependencies. D4i provides the governance to understand what content is in the source system, what to transform and migrate, and methods for destination creation, deletion, move, roll-over, the
CMS-035	Content Creation and Collaboration	The solution shall be capable of document commenting and annotation. User, subject to Role-based access control (RBAC), must be able to retrieve a document directly from the repository and add comments and annotations to that document. This must be possible without going through a formal workflow.	High	Standard Feature	Commenting and annotations capability is provided in the Box Preview experience, based on a users permissions.
CMS-036	Content Creation and Collaboration	The solution shall allow an authorized user to utilize a "user library" where they are permitted to maintain a personal site, library or folder to store private working documents or copies of content they work on elsewhere in the platform. There should be a separation between these personal files and the managed content in the	Low	Standard Feature	Users can create their own personal folders in Box or individual folders can be created automatically when user accounts are provisioned.
CMS-037	Content Creation and Collaboration	The solution shall allow for real-time collaborative co-authoring that allows multiple users to view/edit the same file at the same time and automatically synchronize the changes.	Low	Standard Feature	Box for Microsoft Office coauthoring enables real-time coauthoring on Office desktop, web, and mobile.
CMS-038	Content Creation and Collaboration	The solution shall allow for distributed scanning and document capture from multiple dedicated hardware devices distributed throughout the enterprise. Capture from desktop scanners, departmental scanners and networked multipurpose devices must be supported.	Medium	Configuration	VersaFile D4i supports ABBYY flexcapture 12.0 and can support many different capture solutions including ABBYY Vantage, Kofax, MFD and fax applications.
CMS-039	Content Creation and Collaboration	The solution shall contain automatic document registration using metadata. Automatic registration must include: - Naming files. - Applying a unique identifier if supported, as described in the Library Services section of the requirements. - Associating an appropriate content type. - Applying all mandatory metadata. - Routing the processed content to the appropriate destination within the solution.	High	Configuration	The VersaFile ABBYY to Box connector supports all of the mentioned automatic registration lists and many additional metadata assignments from other systems
CMS-040	Content Creation and Collaboration	The solution shall be capable of notification of content capture failures. An administrator or designated user must be notified of any exception to the content capture process. The granularity and frequency of alerts and notifications must be configurable. All exceptions must be logged and available for inspection and reporting.	Medium	Configuration	VersaFile ABBYY integration provides exception processing and error handling. Any exceptions and errors are logged and captured for reporting.

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CMS-041	Content Creation and Collaboration	The solution shall have intelligent capture. The solution should use machine learning to automatically recognize document types, such as invoices, purchase orders and contracts and extract the relevant entities. The solution can be deployed with machine learning models for common document types, or it can require the organization to supply a training set of example documents to build the model. Please specify if this is part of the solution or through an add-on system.	Low	Customization	The VersaFile and Box connector supports all ABBYY intelligent capture capabilities. Box Skills provides additional options for ML/AI integrations to plug in your computer vision model of choice. Box can support an out-of-the-box plug in with many common AI tools to detect and capture Drivers Licenses and government ID documentation among many others.
CMS-042	Content Creation and Collaboration	The solution shall have optical mark recognition. Human- and machine-generated marks on a structured document must be reflected within the document capture and processing workflow.	Medium	Configuration	ABBYY Flexcapture and other callable OCR as a Service platforms provide OMR capabilities that feed the capture connectors and workflow processing.
CMS-043	Content Creation and Collaboration	The solution shall have bar code recognition. The capture process must be able to recognize, read and interpret a standard bar code. The system must be able to recognize and process both of the following: - Linear bar codes (for example, Codes 25, 39 and 128). - Two-dimensional matrix bar codes	Medium	Configuration	ABBYY Flexcapture and other OCR as a Service options support standard two and three bar codes.
CMS-044	Content Creation and Collaboration	The solution shall use cameras, on laptops, desktops or mobile devices to capture images and documents, such as expense receipts, on an ad hoc basis.	Medium	Standard Feature	Users can take photos and scan images directly in to Box via the mobile app.
CMS-045	Content Creation and Collaboration	Direct capture of content from external systems, applications and repositories: The CSP must be able to capture content directly from external sources, such as content from LOB applications. The CSP can achieve this via connectors provided out of the box for retrieving data from third-party products or development against the CSP's	Medium	Configuration	Box has plug and play integrations for over 1500 other systems. Whenever Box is used to upload files or embed content experiences, ABBYY can be called either automatically or via an on-demand integration for OCR and scanning of any files ingested through these external and 3rd party systems.
CMS-046	Library Services	The solution shall support rich-media content images, audio files and video files as first-tier content types, including but not limited to: content file formats: docs, .odt, .rtf, .ppbx, .odp, .xlsx, .ods, .csv, .htm, .msg, .pdf, .txt and .xml image file formats: .bmp, .gif, .heic, .heif, .jpeg, .jpg, .png, .tif and .tiff audio file formats: .aif, .mp3, .wav and .wma video file formats: .avi, .flv, .heics, .heifs, .wmv, .mp4 and .mov	High	Standard Feature	Box supports over 140 different file types within Box Preview. <a href="https://support.box.com/hc/en-us/articles/360043695794-Viewing-Different-File-Types-Supported-in-Box-Content-Preview">https://support.box.com/hc/en-us/articles/360043695794-Viewing-Different-File-Types-Supported-in-Box-Content-Preview</a>
CMS-047	Library Services	The solution shall provide life cycle management. An administrator or other authorized user shall be able to define discrete stages in the life cycle of any document or content element (for example, created, reviewed, published, superseded, and archived). Progress through these life cycle stages shall be automatic as content changes occur that match administrator-configurable criteria. Manual life cycle state changes shall also be supported and will need to follow the same lifecycle change.	Medium	Standard Feature	This is standard metadata and workflow configuration with Box. VersaFile detects metadata changes and uses bi-directional sync to reflect changes in external systems and within Box.
CMS-048	Library Services	The solution shall allow content copy and/or movement from one location in the solution, such as a repository, library or folder, to another and retain standard and custom metadata element values.	Medium	Standard Feature	Content and metadata are maintained. When you copy or move content into a new folder, access permissions in the destination folder take precedence over access permissions in the source file or folder. In certain scenarios when you move or copy content from one folder to another, and the destination folder has a less restrictive setting, Box displays an alert.
CMS-049	Library Services	A user must be able to subscribe to notifications for a single file. The solution must notify that user of, but not limited to, file changes, including metadata updates, file deletion, and new comments.	Medium	Configuration	Many standard options for notifications can be configured within Box. Any changes to metadata between systems may need to interface with triggers by VersaFile D4L.
CMS-050	Library Services	The solution shall be able to convert managed content from its native format to an alternative format without requiring content to be printed and scanned. Example: a. Convert source content to Tag Image File Format (TIFF) or PDF/Archive (PDF/A) and save the conversion alongside the original.	Low	Configuration	Both ABBYY and VersaFile D4L provide transformation services that can be configured to store original and converted file formats.
CMS-051	Library Services	The solution's repositories shall be scalable in terms of both the number of objects stored and the volume of storage available, with a path for adding storage space as necessary. The capability to expand up to at least one billion documents and one petabyte of content in total, using multiple containers and repositories if necessary.	Medium	Standard Feature	Our modern cloud infrastructure powers global scalability and reliability with minimal downtime for our customers, ensuring their business-critical content is always secure, compliant, and available. For example, we currently have over 300 petabytes of customer files, and every day we're adding 1/2 a petabyte of new content.



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CMS-052	Library Services	The solution shall have the option to choose delta versioning over full-copy storage. The CSP must include a configuration option to choose between storing only the actual changes made to a given version of a content item or a full copy of the new version every time it is updated. Compliance requirements may prohibit picking the former choice, but it must be available for the administrator to select. Previous versions of content must be automatically reconstructed from the revision history as described.		Customisation	Version history in Box stores unique, immutable versions of files by default. The entire file is saved in its entirety to preserve chain of custody. Options for differential sync of changes would need to be built through a custom integration.
CMS-053	Metadata and Classification	The solution shall contain persistent metadata for all content and records and maintain those relationships throughout the entire content life cycle. Metadata must be captured as discrete values in separate and distinct fields for each content item described.	High	Standard Feature	In addition to associating metadata to files/content, metadata can be leveraged with other features of Box to enhance the management of content within the Box Content Cloud. For example, retention schedules, file requests, and workflow.
CMS-054	Metadata and Classification	The solution shall allow an administrator to define metadata fields to capture any desired descriptive, administrative or technical information for a given content item.	High	Standard Feature	Metadata templates are a logical grouping of metadata attributes (fields) that help classify content.
CMS-055	Metadata and Classification	The solution shall contain a mechanism for defining and managing metadata across the entire Solution. An administrator or other authorized user must be able to define a metadata element once and make it available to other users and content, subject to any applicable rights and privilege restrictions.	High	Standard Feature	Metadata allows Box end users to define and store custom data associated with their files in Box. The Box Administrator can also create templates for consumption by the end users on their content. Metadata defines and stores custom information associated with your files in Box. This custom information can serve many different use cases. You can set it either within the Box web application or programmatically via the API. The primary way to use metadata is through
CMS-056	Metadata and Classification	The solution shall allow Metadata value selection from a list of restricted values and limits for certain values to a range of possible entries to: - A predetermined list (for textual elements). - A value range (for numeric elements). - A calendar range (for date elements).	Medium	Standard Feature	Metadata data types can include Text, Numbers, Date, Single Value Dropdown, Multi Value Dropdown lists
CMS-057	Metadata and Classification	The solution shall be capable of integrating with an external metadata management system. Such an integration must be able to do either of the following: - Synchronize the solution's own metadata management facilities with the facilities of the external system. - Delegate all metadata and vocabulary management functions to the external system.	Low	Customization	VersaFile D4i can sync metadata from an external system in a one way or bi-directional sync to accomplish this requirement. Access to change metadata from Box would need to be disabled via permission management in the administration console.
CMS-058	Metadata and Classification	The solution shall search all metadata associated with any content. It shall be possible to restrict searches to metadata only and specify search criteria for specific metadata elements.	High	Standard Feature	Searches can be done using keywords, tags and metadata. Searches can also be executed based on metadata only using specific metadata elements.
CMS-059	Metadata and classification	System shall be able to work with ABBYY's optical character recognition (OCR) solution to receive scanned image and capture metadata related to the image. Please specify if this integration is through an API or native to your solution.	High	Configuration	This is supported through the VersaFile D4i for ABBYY integration with Box.
CMS-060	Process Automation	The solution shall provide configurable content and graphical based workflows. These workflows shall be editable in a graphic-based user interface according to RBAC and should use standard Business Process Model notations. It must be possible to define workflow from a graphical interface without the need to write custom code or scripts, or purchase and install separate products. It must be possible to incorporate basic logic operations and existing business rules in a drag-and-drop manner.	High	Standard Feature	Box Relay is a workflow tool that allows anyone to automate repeatable processes. Box Relay relies on a no-code, UI-based approach to workflow building. Users are presented with a workflow-building tool that allows them to decide if a certain piece/ or type of content has some particular action occur on it and because of that action, a different or new action can then be triggered. This may seem simple, but its simplicity makes it appealing to a broader swath of customers. Even non-Box users can upload content that triggers a workflow as well.
CMS-061	Process Automation	The solution should prompt users in an workflow according the defined workflow automation for any remaining or pending process steps. The user should be notified through the system and/or email of incomplete/abandoned workflows.	Medium	Standard Feature	Users can assign certain types of tasks (reviews and approvals) to outside users and set automatic email reminders for approval due dates.  Auditability and tracking are also key elements of Relay as well. Users can view progress of workflows and get insight into details on who created it, modified it or deleted it as well. The audit history can be exported as well for compliance and security purposes (audit general trackability).

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CMS-062	Process Automation	The solution shall provide workflow management that shows workflow usage, processing, and exceptions. <b>Examples:</b> a. Workflows must be managed as persistent entities within the CSP. Each workflow must have its own descriptive and administrative metadata. It must be possible to check out a workflow for editing. This capability prevents other users from modifying the workflow in any way until it is checked back in. b. The current version of the workflow must remain available for execution while the checked-out version is modified. As workflows are modified, they must be versioned and past versions must be retained. An administrator or other authorized user must be able to roll back a workflow to a previous version, and specify a date and time in	Medium	Configuration	Box Relay allows users to suspend workflows while the process is being edited. Relay does not have workflow versioning built in today, though changes are logged in Box's event log. More advanced workflows that orchestrate multiple systems at the same time are managed external to Box via integrations (Nintex, Salesforce Flow, Pega, and others).
CMS-063	Process Automation	The solution shall be capable of ad-hoc task assignments and routing including the optional task-based start time and end time. <b>Example:</b> a. An additional reviewer with specific subject matter expertise could be added to a workflow between initial and final review, or a review step could be reassigned to cover an unexpected absence. When a task is reassigned, the user must have at least two options: - Delegation, which returns the workflow to the original task owner once the reassigned work is complete. - Abdication, which moves the workflow to the next task and its owner once the reassigned work is complete.	Medium	Standard Feature	Ad-hoc tasks can be assigned and reassigned, and modified if need be.
CMS-064	Process Automation	The solution shall be capable of automatic task reassignment or escalation based on user availability. For example, moving a process to a backup reviewer, or escalating the task to a manager when it detects that the original assignee is marked as out of office. This can be achieved by checking the user's status in the organization's email system, such as Microsoft Exchange, or a unified communications platform, such as Microsoft Teams. The solution's workflow subsystem must include an action capable of retrieving any user's out of office status so that it can be included as a condition in a workflow.	Medium	Customization	Today Box Relay does not interface with email systems or have a concept of user status. Tasks in a workflow can be assigned to a group of users so that a pool of users can be assigned to a task. Workflow assigned tasks are editable in-flight and can be reassigned via the user interface. Customization required to automate task assignment based on calendar Out of Office status.
CMS-065	Process Automation	The solution may contain native mobile application for workflow notifications and interaction that supports Google Android and Apple iOS. The app must enable users to receive notifications and interact with workflows from a mobile device. The user must be able to modify documents from the mobile app. Document edits should occur in the CSP platform.	Medium	Standard Feature	The Box mobile applications on Apple iOS and Google Android, allows the mobile user to easily, and securely, access all their content on a mobile device. The ability to quickly preview content, share and collaborate on content as well as work with Box comments and tasks are all supported.
CMS-066	Productivity and mobility	The solution shall have mobile-optimized browser view: Users must be able to access content and CSP functionality from smartphones, tablets and other mobile platforms. A CSP must be capable of presenting an interface optimized for mobile access. This must be delivered as a responsive HTML5-based mobile web interface compatible with Chrome, Edge, Safari and Firefox. The interface must enable users of the CSP to browse existing content, view documents, upload new content and download content to their devices for offline access. This enables access to the CSP from any mobile device. If necessary, the content and content controls within the application must be	High	Standard Feature	Users can login and access content from a mobile device's browser.
CMS-067	Productivity and Mobility	The solution shall contain browser-based user interface with visual navigation. End users must be able to access the solution's features and functionality without installing a thick client application on their devices. The UI must enable users to browse and navigate all content collections they are entitled to access. The primary UI must be available through a standard web browser. At a minimum, the solution shall support Apple Safari, Google Chrome, Microsoft Edge and Mozilla Firefox.	High	Standard Feature	Box supports Edge, Chrome, Safari, and Firefox. Details on versions can be found here: <a href="https://support.box.com/hc/en-us/articles/360043696234-Understand-the-Box-Policy-For-Browser-And-OS-Support">https://support.box.com/hc/en-us/articles/360043696234-Understand-the-Box-Policy-For-Browser-And-OS-Support</a>
CMS-068	Productivity and Mobility	The solution shall have a browser-based drag-and-drop upload capability that allow users to drag and drop files over the browser window to upload them. Plug-ins and browser extensions meet this criterion if they can be downloaded and installed directly by the end user.	Medium	Standard Feature	Drag and drop uploading and moving of files is supported in Box.



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CMS-069	Productivity and Mobility	The solution may contain a native desktop app for content browsing and access that supports macOS and Windows. The app must enable users of the solution to browse existing content, view documents, upload new content and save content to their devices for offline access.	Medium	Standard Feature	Box Drive is the incredibly simple way to work with all of your files right from your desktop, taking up very little hard drive space. Open your Microsoft Windows Explorer or Apple Mac Finder to find every file you need, edit like you would any local file and save it automatically to the cloud. And, keep enterprise-grade security protecting everything you do.  Working with files in Box Drive feels like working with files in a network drive — with added features like external collaboration, search and version control. Box Drive is easy for teams to learn and simple for them to use because it's grounded in what they already know: the desktop.
CMS-070	Purchasing	The solution shall be a Commercial off the shelf (COTS) solution requiring only configuration and little or no customization (additional development).	High	Standard Feature	The Box content cloud requires little or no customization for the majority of our customers. Our cloud-based software allows organizations to deploy our products easily, quickly, and inexpensively. IT administrators can quickly add users, set up permissions, create folders and policies, and begin using our products almost immediately without the need to procure and provision hardware or install and configure software.
CMS-071	Purchasing	The proposer shall provide training and shall describe the methods available, e.g., in-person, virtual, and/or train the trainer.	High	Standard Feature	For end users, Box has an elegant, intuitive, and user-focused interface. We are dedicated to keeping our solution easy for users to understand with little to no upfront training. We strive to enable quick and viral user adoption by maintaining a simple and elegant interface with compelling access, sharing and collaboration features.  Box provides customers with a comprehensive training program that can accommodate web-based learning up to instructor lead training as needed. Box also provides a multi-tiered support matrix that offers up to 24/7 365 global phone support
CMS-072	Purchasing	The solution shall provide various training tools, such as digital media, PPT, documents, online courses, etc.	Medium	Standard Feature	See the comments provided in CMS-071
CMS-073	Purchasing	The proposer must acknowledge all data will be solely owned by the NV DMV and the State of Nevada.	High	Standard Feature	The data will be owned by NV DMV. Box employees do not have access to customer data unless given consent during a customer support operation, during which activity and access are heavily monitored and logged. Customers have the additional security option of controlling their own encryption keys using Box Keyvault.
CMS-074	Purchasing	The proposer shall describe how updates and upgrades are performed as well as any impact to the users.	High	Standard Feature	Box will manage the solution infrastructure and software upgrades. Box frequently releases product updates to ensure you can continually improve processes. You can find information about our past present and future product releases here. The upgrades are at no additional charge and will not negatively impact your use cases.  The Box web application is a SaaS application, and therefore changes are automatic and ongoing. For Box's mobile application and Box Drive, Box recommends upgrading to the latest release, but this is not mandatory. Box's Product Announcements page ( <a href="https://support.box.com/nc/en-us/categories/360004130774-Product-Announcements">https://support.box.com/nc/en-us/categories/360004130774-Product-Announcements</a> ) contains details related to product updates and the Admin Console
CMS-075	Purchasing	The proposer shall acknowledge all work performed to satisfy the requirements of the contract resulting from this procurement shall be performed in the United States.	High	Standard Feature	All work for this project by Box personnel working on this project will be performed in the U.S.
CMS-076	Records Management	The solution shall provide Digital Asset Management Capabilities, allowing users to store and organize graphics and multimedia files within the CSP and search for them based on assigned metadata.	Medium	Standard Feature	Users can securely access, share, and collaborate on all types of information, regardless of format or file type, including large graphics and video media files, from virtually any device or operating system.  Metadata templates are a logical grouping of metadata attributes that help classify content. When using metadata templates, it's important to consider what functional groups will benefit from <del>utilizing and maintaining metadata templates. For example, a metadata team at a retail</del>
CMS-077	Records Management	The solution shall support management and enforcement of content retention policies. Content shall not have a default expiration. Example: a. Titles and related documents are archived after 30 years so the solution will auto archive the record.	High	Standard Feature	There is no default expiration of content unless explicitly specified.

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CMS-078	Records Management	The solution shall provide automatic and verifiable document disposal according to time-based criteria (that is, a schedule) or condition-triggered criteria (such as a document state change). The solution shall be configurable to: - Alert the administrator of pending deletions. - Remove content from visibility to end users prior to actual deletion. <del>- Allow the administrator to provide confirmation prior to deletion.</del>	Low	Standard Feature	Box has highly configurable retention and disposition capabilities that make it easy for organizations to keep the content that is necessary to keep for regulatory or customer obligations, but then eliminate content that's no longer needed. You can select a pre-defined retention period or a custom timeframe, choose what happens to the content at disposition and who gets notified.
CMS-079	Records Management	The solution shall facilitate the manual declaration of one or more elements of new or existing content as a record. An authorized user shall be able to manually identify content as a record using the system's user interface. The interface shall allow an authorized user to edit a content item's associated metadata before filing the item as a record. <del>This is important for record retention rules.</del>	Medium	Configuration	The process of handling records with specific permissions and retention policies can be accomplished through using Box metadata and appropriate user permission management as records are created and saved within Box.
CMS-080	Records Management	The solution shall have a mechanism to prevent modification of declared records. Once content is declared a record, the solution must guarantee that the content item and its associated metadata cannot be altered, i.e., the record shall be immutable.	Medium	Configuration	Every version of a file stored in Box is immutable to help with write-once-read-many compliance. Enforcing read-only configuration on Records can be accomplished via a combination of content classification and user permission management.
CMS-081	Records Management	The solution shall have the capability of modifying security of available classifications and file plans to limit the visibility of records, locations, folders, available classifications and file plans based on user roles, workgroups and individual users. The solution shall present only the items the end user is authorized to view or access. The solution shall provide the option to limit specific users' access to content based on that content's state in the file plan or classification.	Medium	Standard Feature	This is standard security and classification capability provided by Box Shield. Please see the comments provided in CMS-120 and CMS-121.
CMS-082	Records Management	The solution shall allow multiple disposition authorities to authorized users. Users authorized to determine when and how records of a given type may be retired, removed, or deleted must be identified as disposition authorities. These users shall be able to define file plans and retention schedules that govern the content and record types for which they are responsible.	Medium	Standard Feature	Box has highly configurable retention and disposition capabilities that make it easy for organizations to keep the content that is necessary to keep for regulatory or customer obligations, but then eliminate content that's no longer needed. You can select a pre-defined retention period or a custom timeframe, choose what happens to the content at disposition and who gets notified.
CMS-083	Records Management	The solution shall have record destruction with stub and metadata retention capabilities. The solution must provide the option to destroy the content but retain a stub in place of the record that includes the record's original metadata. The stub shall include the date of destruction, person that authorized the destruction and reason for destruction.	High	Customization	Trash and disposal of data in Box can be configured so that only a select group of administrators can Box retention policies can help automate the removal of data that has reached its retention threshold. Box preserves the deletion event and a certificate may be generated through customization. <del>Box also partners with vendors such as Gimmal that support certificates of destruction and the full range of Pub 5035.3 and Universal Records Management requirements.</del>
CMS-084	Records Management	The solution shall allow the longest retention period to take precedence. If a record is subject to multiple retention schedules, the record must not be eligible for removal until the longest retention requirement is met.	Medium	Standard Feature	This is the standard behavior of Retention policies in Box.
CMS-085	Records Management	The solution shall allow 'Holds' on records to always prevent deletion and preserve items. If a record or other item is subject to a hold then all deletion actions must be prevented until all applicable holds are released. If content that is subject to a hold is edited, a copy of the item as it existed when the hold was applied must be retained. A hold is equivalent to an indefinite retention period. It must prevent deletion by end users, automatic disposition by the system and any deletion actions that occur if a user account is deleted.	High	Standard Feature	This is a standard feature and behavior of Legal Holds in Box.
CMS-086	Records Management	The solution shall have notification of exceptions, errors and failures. An administrator, disposition authority or other authorized user must be notified of any failed record transfers, imports, exports or deletions.	Medium	Standard Feature	Box tracks over 100 different user interactions and logs those activities to a comprehensive activity stream. This activity stream can be accessed programmatically via the API to retrieve desired information. In addition, Box tracks interactions on documents and surfaces those up at the document level so that users can see information like previews, downloads, comments and edits.
CMS-087	Records Management	The solution shall have the capability to report exceptions, errors, and failures. A comprehensive report of any failed record transfers, imports, exports, or deletions must be available to administrators, disposition authorities, or other authorized users. The report must be available for generation on demand and on a scheduled basis.	High	Standard Feature	Box tracks over 100 different user interactions and logs those activities to a comprehensive activity stream. This activity stream can be accessed programmatically via the API to retrieve desired information. In addition, Box tracks interactions on documents and surfaces those up at the document level so that users can see information like previews, downloads, comments and edits.
CMS-088	Records Management	The solution shall contain a dedicated records management tool that supports administrative functions for records managers. These functions must include file plan management, summaries and reports on the application of policies to content objects in a dashboard format, and the authorization of destruction actions.	Medium	Customization	These features are all available through the Box Admin console via retention policy and legal hold reporting, trash reports, and policy configuration. Box does not have a standard records management dashboard with all of this information exposed in one place, though one could be built via APIs.



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CMS-089	Records Management	The solution shall have the ability to declare content as a record at the point of creation. Records often originate from an external system's content — for example, transactional content from a line of business (LOB) application. In these cases, the CSP must be able to capture that content and declare it as a record at the point of creation. This capability requires tight integration between the CSP and any external application <del>provide content that must be managed as a record.</del>	High	Customization	Integration between your designated external systems of record and Box can help facilitate this behavior. Box has extensive experience with these integrations where Salesforce and other application records can automatically populate a folder structure and associated files within Box with the desired security and metadata configurations.
CMS-090	Records Management	The solution shall have the ability to export all DMV data into a common format. <b>Example:</b> DMV changes to a new CSP solution and needs to transfer all the content.	High	Standard Feature	Files exported from the Box application retain their original file formats. Customers can remove files from Box using a few different methods including Box Drive, FTP/FTPS, APIs, and other industry migration tools.
CMS-091	Records Management	The solution shall have a way to indicate a document is locked from editing. <b>Example:</b> A user has saved a document in its final state and wants to prevent any further modifications.	High	Standard Feature	You can lock shared files for a certain time period or indefinitely so others can't overwrite your edits. When locking, you can also disable download.
CMS-092	Search and Navigation	The solution shall provide user search capabilities that can be narrowed by content types and other common file features.	Medium	Standard Feature	When searching, you can filter by file type, date modified, and file owner. Under the Metadata tab, you can filter results using custom metadata fields.
CMS-093	Search and Navigation	The solution shall support multi-lingual translations and user interaction.	Low	Standard Feature	Box supports a number of languages across our products. The officially supported languages on the Box Web App are: Bengali (India) Chinese (Traditional) Chinese (Simplified) Danish Dutch English (US) English (UK) English (Australia) English (Canada) Finnish French (France) French (Canada) German (Germany) Hindi Italian Japanese Korean Norwegian Polish Portuguese (Brazil) Russian Spanish (Latin America) Spanish (Spain) Swedish
CMS-094	Search and navigation	The solution's user interface shall contain a default hierarchical folder structure and navigation structure. The traditional folder-oriented, tree-structured hierarchy is most familiar to users, and it must be available as a default organizational scheme.	Medium	Configuration	The needs of your organization will likely affect the way you manage and set up the Box folder taxonomy. Defining a folder taxonomy that is intuitive and easy to navigate will greatly increase user adoption and maximize productivity. More can be found here: <a href="https://support.box.com/hc/en-us/articles/160043605494-Plan-Your-Folder-Structure">https://support.box.com/hc/en-us/articles/160043605494-Plan-Your-Folder-Structure</a>
CMS-095	Search and navigation	The solution shall have content faceting and filtering capabilities. A user must be able to filter content according to selectable criteria. These criteria must be presentable as facets. A facet is simply a definable characteristic, inherent or derived, of any object of interest. The solution's UI must be able to group content into predefined facets, display the number of content items matching a particular facet and filter content according to selected facets.	Medium	Standard Feature	Metadata can also be leveraged during the searching process. Once a user has a list of search results, those results can be filtered by content specific metadata such as file type, date modified, folder location, owner, size, Box tags and the ability to search within specific Box functions such as comments, descriptions, file and folder name only or only within the content. In addition to the content specific metadata, Box search also allows for a Box metadata template and the values within the template to be applied to the search results. This allows for a highly targeted search result set to be returned to the end user.

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-096	Search and navigation	The solution shall provide a RBAC-based full-text search capability that searches both content (.docx, .odt, .xlsx, .ods, .pptx, .odp, .pdf, .rtf, .msg, .txt and .csv) and metadata.	High	Standard Feature	When searching, you can filter by file type, date modified, and file owner. Under the Metadata tab, you can filter results using custom metadata fields.  File Content Searching: The content within your files is also stored within the Box search index. The following file types support file content search: '.boxnote', '.csv', '.doc', '.docx', '.gdoc', '.gsheet', '.gslide', '.slides', '.html', '.htm', '.msg', '.odp', '.odt', '.ods', '.pdf', '.ppt', '.pptx', '.rtf', '.tsv', '.wpd', '.xml', '.xls', '.xlsx', '.xlsm', '.xlsr', '.xm', '.xsd', '.xsl', '.xs', '.as3', '.asm', '.bat', '.c', '.cc', '.cmake', '.cpp', '.cs', '.css', '.coq', '.diff', '.erb', '.groovy', '.h', '.haml', '.hh', '.java', '.j', '.json', '.less', '.log', '.m', '.make', '.md', '.mil', '.mm', '.php', '.pl', '.plist', '.properties', '.py', '.rb', '.rc', '.sass', '.scala', '.script', '.scm', '.smil', '.sqf', '.sh', '.tar', '.vi', '.vim'.
CMS-097	Search and navigation	The solution will provide query results counts and the ability to refine the search, e.g., a simple count of the number of content items matching the current query must be displayed. The user must be able to explore the content represented in the result set or continue to refine the query. The user should have a way to cancel an in-process query that may be taking too long.	Medium	Configuration	Native search within Box allows users to further filter and refine results via the user interface filters (file-type, file owner, containing folder, date modified, size, and metadata template values) or via boolean terms. More advanced queries can be written against the Search API or Metadata query API. Search results do not natively display number of results for end users.
CMS-098	Search and navigation	The solution shall allow the user to save the query for reuse later. The saved query must have its own metadata, including, at a minimum: - A name or identifier. - User notes and annotations.	Medium	Customization	After you initiate a search, the search query term and any filters are encoded as part of the URL – even the filters such as Date Modified are preserved. This makes saving a search query much easier. The two options to save a query are via Box's bookmark capability or via the browser's bookmarking feature. Saved searches can be stored in a custom application that interfaces with the Box Search API for more sophisticated query and search results. Box also has technology partners who have created custom search applications that plug directly in to your Box environment for this type of search monitoring.
CMS-099	Security and Access Control	The solution provides authorized access control that allows system administrators to assign advanced, definable user privileges, allowing users to only access the content they are authorized to use based on RBAC. It shall also allow a method to replicate a set of user permissions to different users.	High	Standard Feature	Upon account creation, a Box Admin role will be created as the master admin. The Box Admin can create additional co-administrator roles for the purpose of distributing administrative tasks. Users can be assigned as group administrators to add/remove other users from content access groups. Box breaks down users as managed users and external users with designated managed users being co-admins. Roles are further defined with respects to content access; a user can be a viewer or an editor.  Roles within Box are pre-defined under one of seven different levels of permissions this supports:
CMS-100	Security and Access Control	The solution shall provide RBAC that integrates with but is not exclusive to the DMV's Active Directory or other identity provisioning. The solution shall provide single-sign-on (SSO) ability.	High	Standard Feature	Box supports SSO via SAML 2.0 and acts as a service provider (SP) for SSO. The client must implement a federation service to act as an identity provider (IdP). An IdP is a user management tool connected to your user store and allows an admin or co-admin to define access to enterprise applications. Federation can be accomplished through an in-house or third-party provider.  If a Box Enterprise is using a Single Sign-On (SSO) provider with their deployment, Groups from the SSO provider can be brought into Box as well as group memberships including the addition and removal of a user from a group.
CMS-101	Security and Access Control	The proposer shall provide backup, business continuity, and disaster recovery. The disaster recovery site must be geographically separated from the solution's production site. The provider shall back up daily, monthly, and quarterly at a minimum.	High	Standard Feature	Box has formal established Business Continuity and Disaster Recovery (BCDR) Plans, which include strategies, procedures and contact information to be used in the event of an incident or disaster.  All data is backed up immediately upon upload, before the user receives the "file uploaded successfully" message. This is true for every single version of every file that they upload as well. These real-time instantaneous backups, when coupled with trash management and retention policies achieve the primary backup objectives of recovery from a disaster (loss of site event), recovery from corruption (error, malware, or other corruption), and recovery from deletion.
CMS-102	Security and Access Control	The solution hosting platform, all solution components, data, database, disaster recovery site, and business continuity sites shall be physically located in the United States. All solution data, including disaster recovery backups, shall be stored in physical locations within the Continental United States.	High	Standard Feature	All Box data and redundant copies are stored in regions within the United States.



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-103	Security and Access Control	The solution shall be FEDRAMP compliant. The proposer shall acknowledge compliance and provide written guidance on how its product's functional capabilities can help the organization achieve HIPAA, CITS and PII compliance.	High	Standard Feature	Box is FedRAMP Moderate Authorized. In 2022, we are in-process at the High Impact level with the U.S. Department of Veterans Affairs (VA) as our sponsor. And at the agency level, the VA has granted Box a High Authorization to Operate (ATO), which includes an independent assessment of over 421 security controls, allows the VA to expand their use of the Content Cloud for highly
CMS-104	Security and Access Control	The solution will capture attempts by users to access content without successfully authenticating and retain these failures so that an authorized user can review them.	High	Standard Feature	Box is configured to notify a Box Administrator if a user attempts to login too many times. Additionally, using single sign-on, a user's account can be configured to be disabled or locked if there are too many unsuccessful login attempts.
CMS-105	Security and Access Control	The solution will notify solution administrators of repeated attempts (the threshold is definable) by users to access content without successfully authenticating and retain these notifications. The solution shall impose a user lockout when this threshold is met.	Medium	Configuration	Logs are generated for any unsuccessful login attempt against your Box environment. Most customers at scale manage Box user access via identity providers and single sign on tools, which often handle login flows outside of Box. Logic for this scenario to lock users out of their account would similarly be defined on the SSO side of the login flow.
CMS-106	Security and Access Control	The solution shall allow for native repository encryption for each specific repository, regardless of the protections they receive from the operating system and access control lists (ACLs).	High	Standard Feature	Box encrypts customer data in-transit (TLS 1.2+) and at-rest (AES 256-bit). Box uses an envelope encryption methodology where each file receives a unique data encryption key that is further encrypted with a key encryption key. Box also can be configured for customers to manage their own encryption keys on top of Box's native encryption via Box KeySafe.
CMS-107	Security and Access Control	The solution shall automatically scan all content for viruses and malware. If either is found, the solution must notify an administrator via email or a central admin console and restrict access to the infected content. A SaaS solution must provide this functionality without additional product purchases or configuration. Please specify the solution's antivirus system.	High	Standard Feature	Box Shield will analyze files uploaded by internal or external users to identify potential malware. This rule will detect malicious content and prevent the spread of such files by restricting download.
CSP-108	Security and Access Control	The solution shall manually and automatically label sensitive information. The label text must be customizable, and an administrator or other authorized user must be able to select what types of sensitive information should receive a given label.	Medium	Standard Feature	Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-109	Security and Access Control	The solution shall allow an authorized user to redact (manually block) out information within any content. The solution should provide an editing window and a tool to allow an authorized user to selectively eliminate the sensitive information, then save the redacted content to a separate file.	High	Configuration	This is a common integration between Box and scanning and OCR tools. Box saves the redacted version as a new version.
CMS-110	Security and Access Control	The solution shall capture digital signatures information associated with content defined as a record. The digital signature specific content and item or document shall be stored and managed by the solution. It is acceptable to satisfy this requirement by integrating with a separate service supported by the provider and included as part of the solution.	Low	Standard Feature	Box Sign is our native e-signature platform. We can also integrate with several other platforms including DocuSign and Adobe Sign.

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-111	Security and Access Control	The solution shall allow an administrator to watermark documents. The solution shall be configurable to automatically add watermarks to documents based on simple rules such as document location, content and metadata. The watermark must be configurable to include a combination of free text and calculated values based on document metadata.	Medium	Standard Feature	Watermarking can be turned on per file and can be turned on at a folder level so that all content in the folder or newly added content to the folder will be watermarked in the Box preview experience. Watermarking can also be applied based on classification and can be applied automatically based on contents of the individual file (contains PII, custom terms, etc.).
CMS-112	Security and access control	The solution shall have item-level ACLs: An access control list (ACL) is a permission set that delineates the privileges accorded to a particular user, group of users or user role. The CSP must be capable of associating an ACL with an individual content item or object. For example, two documents that share the same content type and reside in the same folder must be able to have different security classifications and associated ACLs. Put simply, the CSP must allow a single item to have unique permission assignments.	High	Standard Feature	Box Shield offers native DLP protections, plus native integrations with other enterprise DLP tools. Classifications can be applied to individual files and folders of stored content within the content cloud.
CMS-113	Security and access control	The solution shall have transmission encryption: All content transmissions must be encrypted, even when the content is just moving between the CSP's servers or services on-premises, or between SaaS-based components. Transport encryption between users and the CSP must use Transport Layer Security (TLS) 1.2 or better.	High	Standard Feature	Box uses TLS 1.3 as the standard protocol to encrypt content uploaded to Box in transit. If a user's browser does not support the TLS 1.3 protocol, Box will use TLS 1.2. We use an Advanced Encryption Standard (AES) algorithm with a key size of 256 bits to encrypt data at rest.
CMS-114	Security and access control	The solution shall have configurable security precedence: When CSPs use the detailed and highly granular security options described in this document, conflicts may arise among various permission assignments. For example, a folder may have more restrictions than an individual document stored in that folder. Thus, an administrator must be able to configure orders of precedence among security settings and assignments. Likewise, a CSP must be able to manage and enforce a hierarchy of permissions that determines which classifications and settings are applied when a conflict arises.	High	Standard Feature	Permission levels on Box follow a "waterfall" design in which individuals have access only to the folder they are invited into and any subfolders beneath it. You can also be invited to individual files.  Additionally, Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-115	Security and access control	The solution shall have feature and function permissions: A CSP must be able to associate user privileges and restrictions with specific functions. These permissions must be delineated in a matrix-like manner that allows combinations of users, content and features to be managed via ACLs. In other words, permissions to use features and functions must be able to be layered on top of permissions to access certain content or locations. For example, a specific user may be restricted from creating workflows globally or translating certain document classes.	Low	Standard Feature	Various levels of feature and function access levels exist in Box. For example, Workflow creation capability can be enabled for all users or a subset of users. The file request function can be enabled for all users or a subset of users. E-signature through Box Sign can be enabled for all users or a subset of users.
CMS-116	Security and access control	The solution shall have location-based access control: Security and permission settings must be assignable to content by virtue of where that content is stored. A given folder, library or volume must support security and permission restrictions that govern any content stored within that location (as long as the content remains there). For example, one folder may be designated as private, whereas another may be designated as public. A document would be restricted while stored in the private folder, but would become accessible to other users if moved to the public folder. By default, any location-based security and permission settings must be applied in addition to any content-type and class-level settings so that security and permission	Low	Standard Feature	Permissions can be applied at the folder level with 7 different levels of granular access control: <a href="https://support.box.com/hc/en-us/articles/360044196413-Understanding-Collaborator-Permission-Levels">https://support.box.com/hc/en-us/articles/360044196413-Understanding-Collaborator-Permission-Levels</a> Additionally, classifications can be applied at the folder level as well to provide even more access control.



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-117	Security and access control	The solution shall have notification of unauthorized access attempts: It must be possible to automatically alert an administrator or other designated user of any attempted access where authentication fails or the user is unauthorized to access the content. A threshold number of unsuccessful attempts prior to notification must be configurable. Notification must be an option for both content errors and individual users. The solution shall have logging and auditing of permission changes: The full details of any change to the security or permissions associated with a content item must be captured and retained as metadata or in a system log. These logs must be immutable and available for inspection. Logs must be retained for at least 18 months after the date the events occurred, or support must be provided for the export of logged activities in the Library Services section.	High	Standard Feature	Box is configured to notify a Box Administrator if a user attempts to login too many times. Additionally, using single sign-on, a user's account can be configured to be disabled or locked if there are too many unsuccessful login attempts.
CMS-118	Security and access control	The solution shall have logging and auditing of permission changes: The full details of any change to the security or permissions associated with a content item must be captured and retained as metadata or in a system log. These logs must be immutable and available for inspection. Logs must be retained for at least 18 months after the date the events occurred, or support must be provided for the export of logged activities in the Library Services section.	High	Standard Feature	The Box platform has extensive audit trail capabilities, including provision of configurable audit reports on demand, and can provide logical security controls to prevent unauthorized access. Box has a user activity log of action taken including the time, date, username, user login, action, affected item action was taken on, in the user activity log. The event log records information about file and folder creation, modification, and deletion. Event logs are available for review for seven years and a customer's Box Administrator can export the logs to meet their retention needs via Event API.
CMS-119	Security and access control	The solution shall have native repository encryption: To enhance the security of content managed by a CSP, all repositories must have the option to be encrypted, regardless of the protections they receive from the operating system and ACLs. Relying only on disk-level encryption such as BitLocker is not sufficient to meet this criterion. It is acceptable for the CSP to encrypt all repositories by default without the option to disable the feature.	High	Standard Feature	Standard Box encryption and the option to manage your own encryption keys on top of Box with KeySafe.
CMS-120	Security and access control	The solution shall integrate with a DLP system: Data loss prevention (DLP) systems question or prevent the transmission of proprietary or confidential information to inappropriate recipients. A DLP system, for example, will question a user sending a social security number to an outside party. CSP integration with a DLP system can occur in the following ways:  Via connectors to a third-party DLP system.  By using the DLP solution already in place if the CSP stores files on a storage device.	High	Standard Feature	Box Shield offers native DLP protections, plus native integrations with other enterprise DLP tools.
CMS-121	Security and access control	The solution shall have content-type and class-level access control: Security and permission settings must be assignable to content types and classifications. Content item classes, such as contracts, sales reports or invoices, must be able to have their own security and permission restrictions, independent of users or specific instances of the content type. These security and permission settings must apply regardless of the location within the CSP where these content types and classifications are stored. For example, all invoices must be able to have common baseline security properties, while a contract document may have additional restrictions on distribution.	High	Standard Feature	Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-122	Security and access control	Any changes to the link from document to document or independently managed content components or elements (for example, images or boilerplate) must be visible and explained in the referencing of the document or the administrator must be automatically notified.	High	Standard Feature	Changes to documents can be tracked via automated in-line version history. All file versions are immutable and can be previewed directly in the browser. Shared links are unique dynamic references to the most recent version of content stored within Box.
CMS-123	Security and access control	The solution shall allow an authorized user to modify existing workflows using custom scripts or code.	Medium	Standard Feature	Some options for modification via API, most Box Relay workflow configuration and modification occurs through the user interface without coding or scripting.

AMEND

# 1



Henry

## CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

### I. DESCRIPTION OF CONTRACT

1. Contract Number: **28086**

Amendment Number: **1**

Legal Entity Name: **CARASOFT TECHNOLOGY CORPORATION**

Contractor Name: **CARASOFT TECHNOLOGY CORPORATION**

Address: **11493 SUNSET HILLS RD.,  
STE. 100**

City/State/Zip: **RESTON, VA 20190-5230**

Contact/Phone: **703/871-8500 571-662-3456**

Vendor No.: **PUR0004357**

NV Business ID: **NV20151127305**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES**

Agency Code: **810**

Appropriation Unit: **4716-16**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

To what State Fiscal Year(s) will the contract be charged? **2024-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2023**

Anticipated BOE meeting date **06/2024**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/08/2026**

Contract term: **2 years and 362 days**

4. Type of contract: **Contract**

Contract description: **Content Management**

5. Purpose of contract: **UPDATED**

**THIS IS THE FIRST AMENDMENT TO THE ORIGINAL SERVICE AGREEMENT UNDER STATEWIDE CONTRACT #99SWC-NV23-13299 WHICH PROVIDES CLOUD SERVICES, CONTENT MIGRATION, AND ADVISEMENT OF CONTRACT MANAGEMENT PRACTICES. THE PURPOSE OF THIS AMENDMENT IS TO INCREASE THE CONTRACT AUTHORITY FROM \$2,972,682.00 TO \$3,031,348.75 DUE TO ADDITIONAL SUPPORT HOURS FOR SALESFORCE INTEGRATION IN FY25 AND TO CORRECT AN INCORRECT REFERENCE IN SECTION 10 OF THE CONTRACT.**

**This is a service agreement under statewide contract #99SWC-NV23-13299 which provides cloud services. This service agreement will implement a content management solution, content migration, and advisement of content management practices. Amendment 1 will increase the contract authority from \$2,972,682.00 by \$58,666.75 to \$3,031,348.75 due to the following facts: Added additional Support Hours for Salesforce integration in FY25 and to correct an incorrect reference in the contract in Section 10.**

### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,972,682.00	\$2,972,682.00	\$2,972,682.00	Yes - Action
2. Amount of current amendment (#1):	\$58,666.75	\$58,666.75	\$58,666.75	Yes - Info
3. New maximum contract amount:	\$3,031,348.75			

### 7. JUSTIFICATION

7. What conditions require that this work be done?

**DMV is seeking to move core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to perform this service.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-421.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes  
b. Is the contract part of an IT investment project over \$50,000? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

CETS #:	28086
Solicitation #:	

## AMENDMENT # 01

### TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada

Acting By and Through Its

Agency Name:	Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada, 89711
Contact:	Molly Lennon
Phone:	775.684.4960
Email:	mjlennon@dmv.nv.gov

Vendor Name:	Carahsoft Technology
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

AND

Vendor Name:	Box, Inc. ("Box")
Address:	900 Jefferson Avenue
City, State, Zip Code:	Redwood City, CA 94603
Contact:	Brett Conrad
Phone:	508-240-4399
Email:	bconrad@box.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #99SWC-NV18-421 and dated 9/12/2023, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

This amendment will increase the contract authority from \$2,972,682.00 by \$58,666.75 to \$3,031,348.75 due to the following fact:

- Added additional Support Hours for Salesforce integration in FY2025 (Quoted in Attachment II).
- Correct an incorrect reference in the contract in Section 10.

<b>CETS #:</b>	<b>28086</b>
<b>Solicitation #:</b>	

These additions are all within the approved budget for FY2024 and FY2025.

**B. Current Contract Language:**

**4. INCORPORATED DOCUMENTS**

The parties agree that this Agreement, inclusive of the following incorporated attached documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING AGREEMENT TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	BOX SCOPE OF WORK
ATTACHMENT DD:	INSURANCE SCHEDULE
ATTACHMENT EE:	BOX SERVICE AGREEMENT
ATTACHMENT FF:	VERSAFILE END USER LICENSE AGREEMENT (EULA)
ATTACHMENT GG:	CONTRACTOR'S QUOTE AND TERMS OF SERVICE
ATTACHMENT HH:	DMV REQUIREMENTS

Attachments AA and BB are included at the end of the contract due to the large size of these documents. Attachment CC identifies the specific scopes of work (SOW) for the parties covering the project requirements, scope of the solution, and the work efforts related to implementing and operating the solution. Attachment EE details the service agreement for Box. For the avoidance of doubt, Box's obligations to provide products and services are solely as stated in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement). Box does not undertake any responsibility or liability for the performance of Carahsoft or Carahsoft's subcontractor, Versafire, hereunder. Furthermore, for avoidance of doubt, Attachments AA and BB are solely between Agency and Contractor unless expressly provided otherwise herein. Box is not a party to these attachments and they do not apply to Box's performance of its obligations under this Agreement except as expressly provided herein.

**10. CONSIDERATION**

**As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and **Section 4, Incorporated Documents** at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,194,904.00</b>

**As it related to Services:**

The parties agree that Box will provide the services specified in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement) at a cost as noted below:



<b>CETS #:</b>	<b>28086</b>
<b>Solicitation #:</b>	

Total Contract or installments payable at:	As invoiced quarterly for completed deliverables by the Contractor that are approved by the State as detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,777,778.00</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

## 12. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

### AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:

Payment to Contractor will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. Contractor will invoice Agency annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement. Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	8/15/2023-8/14/2024	\$300,426.00
Software Annual License – Year 2	8/15/2024-8/14/2025	\$447,239.00
Software Annual License – Year 3	8/15/2025-8/14/2026	\$447,239.00
<b>Total Consideration</b>		<b>\$1,194,904.00</b>

### AS IT RELATES TO BOX CONSULTING SERVICES:

Payment for services and deliverables will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. The Project Plan deliverable (DEL-12) will define the deliverable due dates. Contractor will only invoice the Agency consistent with the schedule identified in the Box Statement of Work. Successful delivery of the work will be mutually agreed upon per the following Deliverable acceptance process:

- Agency shall have ten (10) business days (the "Evaluation Period") to evaluate whether each of the milestones meet the scope as stated in the Statement of Work.
- Agency shall notify Box in writing (writing may constitute email between Box and Agency project contact herein) of its acceptance or rejection of each Deliverable within the Evaluation Period set forth above.
- Box shall send a reminder notification to the Agency about the Deliverable if no response has been received from the Agency within five (5) business days from the start of the Evaluation Period. For the avoidance of doubt, this reminder notification does not reset or alter the Evaluation Period.
- Agency shall not unreasonably withhold or delay acceptance. If acceptance or rejection is not provided within ten (10) business days of delivery, Box may move the matter of Agency's delayed acceptance to the dispute resolution process identified in Section 15.10 (Applicable Law: Dispute Resolution) of the Box Service Agreement in Attachment EE.
- If rejected, Agency shall provide an itemized list of the reasons for the rejection. Box will then address such reasons for rejection, and once complete will provide a written request for acceptance, for which the Agency

<b>CETS #:</b>	<b>28086</b>
<b>Solicitation #:</b>	

will then have the five (5) business day Evaluation Period to evaluate if such remediation is sufficient for acceptance. This rejection process may repeat until DMV accepts the deliverable.

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-01 Solution Design	Workstream #1 - Solution Design	\$355,555.60
DEL-02 Configuration Guide	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-03 Security and Retention Configured	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-04 Migration Plan	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-05 Migration Reports	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-06 ECM Migration Plan	Workstream #4 - ECM Migration	\$213,333.36
DEL-07 ECM Migration Reports (50% Completion)	Workstream #4 - ECM Migration	\$177,777.80
DEL-08 ECM Migration Reports (100% completion)	Workstream #4 - ECM Migration	\$142,222.24
DEL-09 Training Materials	Workstream #5 - Change & Training	\$71,111.12
DEL-10 Training Complete	Workstream #5 - Change & Training	\$71,111.12
DEL-11 Quarterly Integration Status Report	Workstream #6 - Salesforce	\$71,111.12 (Runs through Year 1 and Year 2. Paid annually in two \$35,555.56 payments at the end of the year.)
DEL-12 Project Plan	Workstream #7 - Project Management	\$142,222.24
DEL-13 Project Management Plan	Workstream #7 - Project Management	\$71,111.12
DEL-14 Quarterly Status Report	Workstream #7 - Project Management	\$177,777.80 (Runs in Year 1 only. Paid annually in four \$44,444.45 payments upon acceptance of the report.)
<b>Total Consideration</b>		<b>\$1,777,778.00</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

**C. Amended Contract Language:**

**4. INCORPORATED DOCUMENTS**

The parties agree that this Agreement, inclusive of the following incorporated attached documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

<b>CETS #:</b>	<b>28086</b>
<b>Solicitation #:</b>	

<b>ATTACHMENT AA:</b>	<b>STATE OF NEVADA PARTICIPATING AGREEMENT TO MASTER AGREEMENT NUMBER AR2472</b>
<b>ATTACHMENT BB:</b>	<b>NASPO MASTER AGREEMENT NUMBER AR2472</b>
<b>ATTACHMENT CC:</b>	<b>BOX SCOPE OF WORK</b>
<b>ATTACHMENT DD:</b>	<b>INSURANCE SCHEDULE</b>
<b>ATTACHMENT EE:</b>	<b>BOX SERVICE AGREEMENT AND BOX KEYSAFE KMS ADDENDUM</b>
<b>ATTACHMENT FF:</b>	<b>VERSAFILE END USER LICENSE AGREEMENT (EULA)</b>
<b>ATTACHMENT GG:</b>	<b>CONTRACTOR'S QUOTE AND TERMS OF SERVICE</b>
<b>ATTACHMENT HH:</b>	<b>DMV REQUIREMENTS</b>
<b>ATTACHMENT II:</b>	<b>CARAHSOFT QUOTE FOR SALESFORCE INTEGRATION #43391547</b>

Attachments AA and BB are included at the end of the contract due to the large size of these documents. Attachment CC identifies the specific scopes of work (SOW) for the parties covering the project requirements, scope of the solution, and the work efforts related to implementing and operating the solution. Attachment EE details the service agreement for Box. For the avoidance of doubt, Box's obligations to provide products and services are solely as stated in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement). Box does not undertake any responsibility or liability for the performance of Carahsoft or Carahsoft's subcontractor, Versafire, hereunder. Furthermore, for avoidance of doubt, Attachments AA and BB are solely between Agency and Contractor unless expressly provided otherwise herein. Box is not a party to these attachments and they do not apply to Box's performance of its obligations under this Agreement except as expressly provided herein.

#### 10. CONSIDERATION

##### **As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State detailed in Section 12 below.
Total Contract Not to Exceed:	<b>\$1,194,904.00</b>

##### **As it related to Services:**

The parties agree that Box will provide the services specified in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement) at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly for completed deliverables by the Contractor that are approved by the State as detailed in Section 12 below.
Total Contract Not to Exceed:	<b>\$1,836,444.75</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

<b>CETS #:</b>	<b>28086</b>
<b>Solicitation #:</b>	

Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

## 12. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

### AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:

Payment to Contractor will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. Contractor will invoice Agency annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement. Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

CONSIDERATION		
Recurring Subscription License	Period of Performance	Annual Total
Software Annual License – Year 1	8/15/2023-8/14/2024	\$300,426.00
Software Annual License – Year 2	8/15/2024-8/14/2025	\$447,239.00
Software Annual License – Year 3	8/15/2025-8/14/2026	\$447,239.00
<b>Total Consideration</b>		<b>\$1,194,904.00</b>

### AS IT RELATES TO BOX CONSULTING SERVICES:

Payment for services and deliverables will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. The Project Plan deliverable (DEL-12) will define the deliverable due dates. Contractor will only invoice the Agency consistent with the schedule identified in the Box Statement of Work. Successful delivery of the work will be mutually agreed upon per the following Deliverable acceptance process:

- Agency shall have ten (10) business days (the "Evaluation Period") to evaluate whether each of the milestones meet the scope as stated in the Statement of Work.
- Agency shall notify Box in writing (writing may constitute email between Box and Agency project contact herein) of its acceptance or rejection of each Deliverable within the Evaluation Period set forth above.
- Box shall send a reminder notification to the Agency about the Deliverable if no response has been received from the Agency within five (5) business days from the start of the Evaluation Period. For the avoidance of doubt, this reminder notification does not reset or alter the Evaluation Period.
- Agency shall not unreasonably withhold or delay acceptance. If acceptance or rejection is not provided within ten (10) business days of delivery, Box may move the matter of Agency's delayed acceptance to the dispute resolution process identified in Section 15.10 (Applicable Law: Dispute Resolution) of the Box Service Agreement in Attachment EE.
- If rejected, Agency shall provide an itemized list of the reasons for the rejection. Box will then address such reasons for rejection, and once complete will provide a written request for acceptance, for which the Agency will then have the five (5) business day Evaluation Period to evaluate if such remediation is sufficient for acceptance. This rejection process may repeat until DMV accepts the deliverable.

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-01 Solution Design	Workstream #1 - Solution Design	\$355,555.60
DEL-02 Configuration Guide	Workstream #2 - Box Enterprise Configuration	\$71,111.12



CETS #:	28086
Solicitation #:	

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-03 Security and Retention Configured	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-04 Migration Plan	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-05 Migration Reports	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-06 ECM Migration Plan	Workstream #4 - ECM Migration	\$213,333.36
DEL-07 ECM Migration Reports (50% Completion)	Workstream #4 - ECM Migration	\$177,777.80
DEL-08 ECM Migration Reports (100% completion)	Workstream #4 - ECM Migration	\$142,222.24
DEL-09 Training Materials	Workstream #5 - Change & Training	\$71,111.12
DEL-10 Training Complete	Workstream #5 - Change & Training	\$71,111.12
DEL-11 Quarterly Integration Status Report	Workstream #6 - Salesforce	\$71,111.12 (Runs through Year 1 and Year 2. Paid annually in two \$35,555.56 payments at the end of the year.)
<b>DEL-11 Additional Salesforce Integration</b>	<b>Workstream #6 - Salesforce</b>	<b>\$58,666.75</b>
DEL-12 Project Plan	Workstream #7 - Project Management	\$142,222.24
DEL-13 Project Management Plan	Workstream #7 - Project Management	\$71,111.12
DEL-14 Quarterly Status Report	Workstream #7 - Project Management	\$177,777.80 (Runs in Year 1 only. Paid annually in four \$44,444.45 payments upon acceptance of the report.)
<b>Total Consideration</b>		<b>\$1,836,444.75</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CETS #:	28086
Solicitation #:	

Carahsoft Technologies, Inc.

Zak Kennedy 4/9/24  
Independent Contractor's Signature Date

Sales Manager  
Independent Contractor's Title

Box, Inc.

[Signature] Apr 9, 2024  
Independent Contractor's Signature Date

Todd Guerrieri  
VP, Global Consulting Services  
Independent Contractor's Title

Bethany Munn 4/18/2024  
State of Nevada Authorized Signature Date

Administrator, ASD - DMV  
Title

[Signature] for Amy Stephenson  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 04/24/2024  
Date

Approved as to form by:

Quilyn DeLuna  
Deputy Attorney General for Attorney General

On: April 9, 2024  
Date

### AUTHORIZED FULFILLMENT PARTNERS

Vendor Name:	Carahsoft Technology ("Contractor")
Address:	11493 Sunset Hills, Suite 100
City, State, Zip Code:	Reston, VA 20190
Contact:	Jonathan Rodger
Phone:	571-662-3456
Fax:	703-871-8505
Email:	Jonathon.rodger@carahsoft.com

AND

Vendor Name:	Box, Inc. ("Box")
Address:	900 Jefferson Ave
City, State, Zip Code:	Redwood City, CA 94063
Contact:	Brett Conrad
Phone:	508-240-4399
Email:	bconrad@box.com

Between the State of Nevada  
Acting by and Through its

Agency Name:	Department of Motor Vehicles ("Agency")
Address:	555 Wright Way
City, State, Zip Code:	Carson City, Nevada 89911
Contact:	Molly Lennon
Phone:	775-684-4960
Email:	mjlennon@dmv.nv.gov

This Service Agreement (Agreement) is between the Contractor, Box, and the State of Nevada Agency (Agency). This Agreement constitutes the complete agreement between Box and Contractor (collectively, the Providers) and Agency, and includes the Attachments incorporated below in *Section 3 Incorporated Documents*. Agency agrees to the following services for the term and fees set forth below. For the avoidance of doubt, nothing herein shall supersede or amend the terms agreed between Contractor and Box which govern their relationship.

## 1. OVERVIEW

DMV is currently limited by the legacy system that operates with a range of diverse and disparate systems. Several problems, such as duplicative data, limited views of data, and multiple references to same data, are due to a system that is inefficient and does not completely support business processes. Gaps include manual processes that are extensively used and were developed independently of one another over a long period of time. On top of this, numerous processes and business rules have been applied without a systematic, department-wide quality assurance or business management system-thinking approach. All of this combines to create a

situation in critical need of remediation.

DMV is seeking to move our core business systems to the cloud and allow for the public to access DMV services through the cloud. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. The DMV Transformation Effort (DTE) is replacing the custom-built solution that interfaces with many partner systems and third-party tools and software.

DMV will transact as much activity as possible online, in a manner that is easy for customers to do what they want to accomplish with DMV. This vision statement and future conceptual business model speak to the key attributes of the future environment that embraces:

- Implementing state-of-the-art, vendor-supported, commercial off-the-shelf (COTS) - based solutions.
- Moving away from internal or custom development.
- Maintaining a customer-centric focus as the "North Star" of operations.
- Providing for customer self-service and innovation in service delivery.
- Adhering to a business process management methodology using Lean, quality assurance, and change management.

The new business model focuses on DMV's key service area functions supported by financial, accounting, and a range of administrative services. All business processes and planning under the new model are informed by the Business Process Management Team and guided by the customer-centric North Star.

This contract will implement a content management solution for DMV in support of the DTE. Further the contractor will migrate content from the DMV environments to the solution and advise on content management practices for the migrated information.

## 2. DEFINITIONS

"Days" means business days, Monday through Friday, excluding state holidays.

## 3. SERVICE AGREEMENT TERM

This Agreement shall be effective as noted below, unless sooner terminated by either Agency or Contractor as specified in *Participating Addendum, Section 6, Contract Termination*, or as otherwise set forth herein. Agreements requiring approval of the Nevada Board of Examiners, or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be later of the approval date, or the date noted below.

Effective from:	Upon BOE Approval (the "Effective Date")	To:	September 8, 2026
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#### 4. INCORPORATED DOCUMENTS

The parties agree that this Agreement, inclusive of the following incorporated attached documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

ATTACHMENT AA:	STATE OF NEVADA PARTICIPATING ADDENDUM TO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT BB:	NASPO MASTER AGREEMENT NUMBER AR2472
ATTACHMENT CC:	BOX SCOPE OF WORK
ATTACHMENT DD:	INSURANCE SCHEDULE
ATTACHMENT EE:	BOX SERVICE AGREEMENT AND BOX KEYSAFE KMS ADDENDUM
ATTACHMENT FF:	VERSAFIRE END USER LICENSE AGREEMENT (EULA)
ATTACHMENT GG:	CONTRACTOR'S QUOTE AND TERMS OF SERVICE
ATTACHMENT HH:	DMV REQUIREMENTS

Attachments AA and BB are included at the end of the contract due to the large size of these documents. Attachment CC identifies the specific scopes of work (SOW) for the parties covering the project requirements, scope of the solution, and the work efforts related to implementing and operating the solution. Attachment EE details the service agreement for Box. For the avoidance of doubt, Box's obligations to provide products and services are solely as stated in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement). Box does not undertake any responsibility or liability for the performance of Carahsoft or Carahsoft's subcontractor, Versafire, hereunder. Furthermore, for avoidance of doubt, Attachments AA and BB are solely between Agency and Contractor unless expressly provided otherwise herein. Box is not a party to these attachments and they do not apply to Box's performance of its obligations under this Agreement except as expressly provided herein.

#### 5. ASSENT

The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

#### 6. COMPLIANCE WITH LEGAL OBLIGATIONS

Box shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Box to provide the goods or services required by this Contract. Box shall provide proof of its compliance upon request of the Contracting Agency. Box will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of

Box in accordance with NRS 361.157 and NRS 361.159. Box agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

7. **GOVERNING LAW: JURISDICTION.**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

8. **LIMITATION OF LIABILITY, INDEMNIFICATION, AND DEFENSE**

a. **Indemnity by Contractor:**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor or its Subcontractors under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees, and agents, or Subcontractors. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence, willful misconduct or misuse of the Services or Content in breach of the Terms of Use, this agreement, or Quote terms. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

b. **Indemnity by Box:**

To the fullest extent permitted by law and this Agreement, and notwithstanding the State's obligation to limit damages and legal actions pursuant to NRS Ch 41 and as otherwise prescribed law, Box shall indemnify and defend, not excluding the State's right to participate, the State from and against all third party claims and reimburse the State for any liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, finally awarded or agreed in settlement which are arising out of any breach of the obligations of Box under this contract, or any alleged negligent or willful misconduct of Box, its officers, employees, and agents, or Subcontractors. In the event of a third-party claim that the Box Service infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret, Box will (at Box's option and expense): (i) obtain for Agency the right to continue using the Box Service; (ii) modify the Box Service to make it non-infringing; or (iii) if subsections (i) and (ii) are not commercially viable (as determined by Box in its sole and reasonable discretion while taking into account any impacts on Agency), terminate this Agreement, in which case Agency will be entitled to a pro-rated refund of any fees pre-paid by Agency for the corresponding unused period of the applicable Subscription Period.

**c. Indemnification Process:**

As a condition of receiving an indemnification under this Agreement, the party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned); and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

**d. Limitation of Liability of Contractor and Agency:**

As per the terms set forth in the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472.

**e. Limitation of Liability of Box:**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL BOX'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE INSURANCE AMOUNTS FOR WHICH THE STATE OF NEVADA IS NAMED AS ADDITIONAL INSURED, IF APPLICABLE OR (B) THE TOTAL FEES PAID BY AGENCY TO BOX (OR TO A BOX DISTRIBUTOR OR BOX RESELLER, IF APPLICABLE) FOR THE BOX SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE FIRST EVENT WHICH GIVES RISE TO LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL BOX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) BASED IN CONTRACT, WARRANTY, OR ANY OTHER NON-TORT THEORY OF LIABILITY, EVEN IF BOX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

For the avoidance of doubt, the parties are not held jointly and severally liable for each others' respective performance hereunder. In the event of a breach of this Agreement, the injured party will only seek damages against the breaching party hereunder.

## 9. INSURANCE SCHEDULE

The Master Agreement Insurance Clause (Section 16) and Participating Addendum Insurance Clause (Section 5.17) apply to Contractor. Attachment DD, Section A.4 Cyber security insurance requirements apply to Contractor and Box. For avoidance of doubt the limits are:

A. Commercial General Liability – Occurrence Form	
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
B. Automobile Liability	
Combined Single Limit (CSL)	\$1,000,000
C. Worker's Compensation and Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000
D. Technology E&O/Professional Liability	
Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

The Level of Risk for possible data breach for this contract shall be as noted below:

Place a check mark next to the appropriate Level of Risk	
Low Risk Data	
Moderate Risk Data	
High Risk Data	X

Attachment DD, Section A.5 Cyber security insurance requirements apply to Contractor and Box. For clarity the limits are:

E. Network Security (Cyber) and Privacy Liability	
Per Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

## 10. CONSIDERATION

**As it relates to Subscription Software:**

The parties agree that Contractor will provide the Subscription Software specified in this



Agreement and *Section 4, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced annually by the Contractor and approved by the State detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,194,904.00</b>

**As it related to Services:**

The parties agree that Box will provide the services specified in Attachment CC (Box Scope of Work) and Attachment EE (Box Service Agreement) at a cost as noted below:

Total Contract or installments payable at:	As invoiced quarterly for completed deliverables by the Contractor that are approved by the State as detailed in Section 9 below.
Total Contract Not to Exceed:	<b>\$1,777,778.00</b>

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and costs and does not collect payment from Agency.

**11. PROJECT SCOPE**

Contractor will deliver the DTE solution. Contractor will provide Box services and platforms that are required to support the Agency Transition Effort (DTE). This three-year effort will transition the Agency to a modern web-based environment that utilizes online services wherever possible to deliver Agency services to the citizens of Nevada.

**a. PROJECT DESCRIPTION**

Box, at Contractor's direction, shall provide the services as outlined in Attachment CC, Box Scope of Work. These services will provide Agency with the application support, training, and operational capabilities necessary to implement the DTE in conjunction with organization changes made by Agency.

**12. SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE**

**AS IT RELATES TO SUBSCRIPTION SOFTWARE SOLUTIONS:**

Payment to Contractor will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. Contractor will invoice Agency annually. Contractor shall be entitled to payment of License Fees commencing upon the License Start Date through the term of the Agreement. Pricing and costs set forth in this Agreement are determined solely between Agency and Contractor. Box has not set the agreed pricing and

costs and does not collect payment from Agency.

CONSIDERATION		
Recurring Subscription Licenses	Period of Performance	Annual Total
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Software Annual Licenses – Year 3	8/15/2025-8/14/2026	\$447,239.00
<b>Total Consideration</b>		<b>\$1,194,904.00</b>

**AS IT RELATES TO BOX CONSULTING SERVICES:**

Payment for services and deliverables will be made as defined by this Agreement and the applicable terms in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472. The Project Plan deliverable (DEL-12) will define the deliverable due dates. Contractor will only invoice the Agency consistent with the schedule identified in the Box Statement of Work. Successful delivery of the work will be mutually agreed upon per the following Deliverable acceptance process:

- Agency shall have ten (10) business days (the "Evaluation Period") to evaluate whether each of the milestones meet the scope as stated in the Statement of Work.
- Agency shall notify Box in writing (writing may constitute email between Box and Agency project contact herein) of its acceptance or rejection of each Deliverable within the Evaluation Period set forth above.
- Box shall send a reminder notification to the Agency about the Deliverable if no response has been received from the Agency within five (5) business days from the start of the Evaluation Period. For the avoidance of doubt, this reminder notification does not reset or alter the Evaluation Period.
- Agency shall not unreasonably withhold or delay acceptance. If acceptance or rejection is not provided within ten (10) business days of delivery, Box may move the matter of Agency's delayed acceptance to the dispute resolution process identified in Section 15.10 (Applicable Law: Dispute Resolution) of the Box Service Agreement in Attachment EE.
- If rejected, Agency shall provide an itemized list of the reasons for the rejection. Box will then address such reasons for rejection, and once complete will provide a written request for acceptance, for which the Agency will then have the five (5) business day Evaluation Period to evaluate if such remediation is sufficient for acceptance. This rejection process may repeat until DMV accepts the deliverable.

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-01 Solution Design	Workstream #1 - Solution Design	\$355,555.60

CONSIDERATION		
Deliverable	Workstream	Amount
DEL-02 Configuration Guide	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-03 Security and Retention Configured	Workstream #2 - Box Enterprise Configuration	\$71,111.12
DEL-04 Migration Plan	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-05 Migration Reports	Workstream #3 - Network Drive Migration	\$71,111.12
DEL-06 ECM Migration Plan	Workstream #4 - ECM Migration	\$213,333.36
DEL-07 ECM Migration Reports (50% Completion)	Workstream #4 - ECM Migration	\$177,777.80
DEL-08 ECM Migration Reports (100% completion)	Workstream #4 - ECM Migration	\$142,222.24
DEL-09 Training Materials	Workstream #5 - Change & Training	\$71,111.12
DEL-10 Training Complete	Workstream #5 - Change & Training	\$71,111.12
DEL-11 Quarterly Integration Status Report	Workstream #6 - Salesforce	\$71,111.12 (Runs through Year 1 and Year 2. Paid annually in two \$35,555.56 payments at the end of the year.)
DEL-12 Project Plan	Workstream #7 - Project Management	\$142,222.24
DEL-13 Project Management Plan	Workstream #7 - Project Management	\$71,111.12
DEL-14 Quarterly Status Report	Workstream #7 - Project Management	\$177,777.80 (Runs in Year 1 only. Paid annually in four \$44,444.45 payments upon acceptance of the report.)
<b>Total Consideration</b>		<b>\$1,777,778.00</b>

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

### 13. CONFIDENTIALITY

#### a. **Generally:**

To the extent permitted by law, each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract. To the extent the party observes,

receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the party shall keep this information confidential and shall not disclose, unless required by law, any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is the information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability. For avoidance of doubt, the confidentiality obligations in this Agreement do not govern the exchange of confidential information between Contractor and Box which are subject to a separate agreement. The State will maintain confidentiality to the extent permitted pursuant to Nevada State Law; however, any such required disclosures of Contractor's or Box's Confidential Information remain subject to the process and procedures enumerated in subsection (h) ("Permitted Disclosure") below.

**b. As it relates to the services and products:**

**Definition of Confidential Information.** "Confidential Information" means all information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or the like and that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes the Services and Content, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. The following information will be considered Confidential Information whether or not marked or identified as such: (a) Content; (b) the terms of this Agreement including all attachments and pricing thereto (provided that Box and Carahsoft consent to the publication of this agreement by the State of Nevada consistent with its standard practice for agreements of a similar nature and for potential disclosure under the Nevada Public Records Act (NPR)); (c) personal data of Users; and (d) the Disclosing Party's strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing party, or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The State will maintain confidentiality to the extent permitted pursuant to Nevada State Law; however, any such required disclosures of Contractor's or Box's Confidential Information remain subject to the process and procedures enumerated in subsection (h) ("Permitted Disclosure") below.

**c. Agency Confidential Information.**

The parties acknowledge and agree that, as between Agency, Contractor, and Box, Agency owns all right title and interest in and to the "Agency Data" (Agency Data means Content as defined in the Box Service Agreement), and that all Agency Data and other information regarding Agency's use of the Services is the confidential information of Agency. Contractor and Box shall treat all such Agency Data as Confidential Information pursuant to this "Confidentiality" section.



**d. Protection of Confidential Information.**

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

**e. Compelled Disclosure.**

The Receiving Party will not disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information without the prior written consent of the Disclosing Party: (a) to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure; (b) in confidence to its legal counsel; (c) in connection with the enforcement of rights or performance of obligations under this Agreement; or (d) to respond to an emergency which the Receiving Party believes in the good faith requires Receiving Party to disclose information to assist in preventing the death or serious bodily injury of any person. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Content: (x) in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and (y) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

**14. DATA OWNERSHIP**

Agency retains exclusive ownership over all Content; Contractor and Box acquire no rights or licenses through the Agreement, including intellectual property rights or licenses to use the Agency's Content for its own purposes; and Contractor and Box do not acquire and may not claim any interest in the Content. Should Agency end the relationship with the cloud services, Box will sanitize all previously hosted data in accordance with Box's then current deletion policies.

**15. TERM AND TERMINATION**

In the event of a termination of this Agreement pursuant to Section 3 above, the following terms shall apply:

**a. Termination Without Cause.**

Agency has the option to terminate this Agreement for convenience upon each anniversary of the Effective Date by providing at least 30 days written notice to Contractor and Box prior to

the applicable anniversary date. If Agency terminates this Agreement for convenience, no refunds or credits to Agency will be made and to the extent fees hereunder have not been prepaid for the entire subscription term, Agency shall, within 10 business days of such notice of termination, pay an amount equal to 50% of the remaining license fees contracted for but not yet due prior to the date of termination.

**b. Termination for Cause Due To Box's Breach.**

Agency may terminate this Agreement for cause upon thirty (30) days' written notice to Contractor and Box if Box is in material breach of this Agreement and the breach remains uncured after the expiration of such notice period. In the event of termination due to a breach by Box, Agency will be automatically entitled to a pro-rated refund from Contractor of any fees pre-paid by Agency to Contractor for the Box Service for the corresponding unused period of the applicable subscription period.

**c. Termination for Cause Not Due to Box's Breach.**

In the event of a termination of this Agreement other than due to a breach by Box, there shall be no refunds of any amounts paid to Contractor for the products and services provided by Box and to the extent fees hereunder have not been prepaid for the entire subscription term, Agency shall, within 10 business days of such notice of termination, pay an amount equal to 50% of the remaining license fees contracted for but not yet due prior to the date of termination.

**d. Upon Termination.**

In the event of a termination for any reason, DMV will be allowed to utilize the products and services for a winddown period, not to exceed twelve months at the contracted rates for the time extended past the termination date. Contractor will be permitted to invoice the State at the contracted price for the months of additional service utilized by the State, up to twelve months of service, and the State will remit payment for those services in the manner specified herein. The terms and conditions of the contract shall continue to apply unless the parties specifically agree to the contrary in a written, duly executed amendment to the contract as approved in SAM 300. Any other terms shall apply as written in Attachments AA, State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472.

**e. Post-Termination Obligations.**

Upon the termination, expiration or the end of the winddown period, Agency will have no further rights to access the Box Service hereunder except as set forth in this Section 15(e). For thirty (30) days following the termination, expiration or the end of the winddown period of the Agreement or applicable Order, and subject to Agency's prior written request, Box will allow Agency limited access to retrieve any Content remaining on the Box Service. After such thirty (30) day period, Agency will have no further rights to access the Box Service.

**f. Surviving Provisions.**

The following Sections shall survive the expiration or termination of this Agreement: Sections 7 (Governing Law: Jurisdiction), 8 (Limitation of Liability, Indemnification and Defense), 12 (Service Agreement Deliverable and Pricing Schedule), 13 (Confidentiality), 15d (Upon

Termination), 15e (Post Term Obligations) and 15f (Surviving Provisions). The following Sections of Attachment EE, the Box Service Agreement, shall survive the expiration or termination of this Agreement: Sections 1 (Definitions), 5.2 (Content), 7.3 (Disclaimer of Warranties), 8 (Proprietary Rights) and 15 (Miscellaneous).

16. **NOTIFICATION**

Any notice or other communication will specifically reference this Agreement and be in writing and will be effective upon delivery as follows:

a. **To Contractor**

As set forth in AA, the State of Nevada Participating Addendum to Master Agreement Number AR2472 and BB, NASPO Master Agreement Number AR2472 and listed here:

**Attn: Jonathan Rodger  
Carahsoft Technology  
11493 Sunset Hills, Suite 100  
Reston, VA 20190**

b. **To Box**

Will be sent via email to legalops@box.com, with a duplicate copy sent via United States Postal Service (USPS) mail to the address listed here:

**Attention LegalOps  
Box, Inc.  
900 Jefferson Ave  
Redwood City, CA 94063**

c. **To DMV**

Will be sent via email to ContractManager@dmv.nv.gov, with a duplicate copy sent via USPS mail to the address listed here:

**Department of Motor Vehicles  
Attn: DMV Contract Manager  
555 Wright Way  
Carson City, Nevada, 89711**

17. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. General conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document. Unless otherwise expressly authorized by the terms of this Agreement, no modification or

amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, Agency's counsel, and the State Board of Examiners. This Agreement, and any amendments, may be executed in counterparts. This Agreement or any exhibits or addenda, may be executed and delivered, either physically or by electronic means and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

**Carahsoft Technology, Inc.**

Zak Kennedy  
Independent Contractor's Signature

8/7/23

Date

Sales Director

Independent Contractor's Title

**Box, Inc.**

[Signature]

Aug 7, 2023

Independent Contractor's Signature

Date

VP, Sales

Independent Contractor's Title

**Department of Motor Vehicles**

[Signature]  
State of Nevada Authorized Signature

8.8.2023

Date

Deputy Director  
Title

Amy L. Stephenson

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

SEP 12 2023

Date

Approved as to form by:

[Signature]

Deputy Attorney General for Attorney General

On:

8/8/23

Date



CETS#

**ATTACHMENT CC  
BOX SCOPE OF WORK**



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## Statement of Work

Custom Consulting

Prepared for Nevada Department of Motor Vehicles  
("Customer")

by Box on 06/21/2023

Prepared by:  
Rhys Kustra  
Sr. Solutions Consultant  
rkustra@box.com

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# 1 General Terms

This Statement of Work ("SOW") describes the consulting services ("Consulting Services") to be performed by Box, Inc. ("Box") for Customer (Box and Customer are sometimes referred to herein individually as a "Party" and together as the "Parties") pursuant to the applicable service agreement entered into by the Parties for the provision of the Box Service and or Consulting Services (e.g. the Box Service Agreement) (the "Agreement"). This SOW shall be effective as of the service start date as defined in the applicable Order (the "Effective Date").

1. **SOW Term/Expiration:** Unless otherwise agreed upon by the Parties in writing, the obligation of Box to provide Consulting Services in accordance with the Project Timeline defined in Section 2.2 to the Customer under this SOW expires upon the earlier of: 1) expiration or termination of the Consulting Terms; 2) completion of the Consulting Services described in this SOW; or 3) 24-months from the Effective Date of the SOW.
2. **Customer Compliance with Applicable Law:** Customer is solely responsible for ensuring Customer is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.
3. **Box Materials:** Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "Box Materials") Box may provide to Customer as part of the Consulting Services (including any intellectual property rights therein, but excluding any Customer Confidential Information and Customer logos and trademarks that may be included in the Box Materials, collectively, "Customer Property"). Box shall have the right to use any such Customer Property solely for the purpose of providing the Consulting Services to Customer as set forth in this SOW. During the term of the Agreement, Box hereby provides Customer with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Customer's internal operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Box Tools") used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Customer, on the same terms as the Box Materials.
4. **Consulting Services Warranty:** Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Customer in a



professional and workmanlike manner. If through no fault or delay of Customer the Consulting Services do not conform to the foregoing warranty, and Customer notifies Box within ten (10) days of Box's delivery of the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Customer.

5. Project Context. Customer is in the process of implementing, configuring, customizing and/or integrating Box's proprietary hosted application(s) (the "Box Service") into Customer's business environment. Customer requests that Box's consulting services organization ("Box Consulting") provide resources to assist Customer's staff as set forth below (the "Project"). Box Consulting and Customer shall commit resources to work on the Project (the "Project Team").
6. Code: To the extent Box is providing any object code or source code to Customer as part of the Consulting Services (e.g. scripts, custom APIs, or other solutions), such materials (collectively, "Code") are, for the avoidance of doubt, Box Materials, and for the avoidance of doubt, Box retains all ownership and intellectual property rights to Code. The following additional terms also apply to Code:
  - Box provides Code on an as-is basis and makes no representations or warranties or conditions, whether express or implied (e.g. merchantability, quality, fitness for a particular purpose, interoperability, and non-infringement), regarding the Code or the performance of the Code in any way. Box does not guarantee that the Code will perform error-free or uninterrupted.
  - Customer may not modify the Code, including but not limited to any use of Box marks or notice of Box's proprietary rights.
  - Customer may not make the Code available in any manner to any third party for use in the third party's business operations other than in conjunction with Customer's Box Service integration as part of the Customer's authorized use of the Box Service.
  - Customer may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Code.
  - Customer may not disclose results of any use of Code, including but not limited to benchmark tests and software composition analysis, without Box's prior written consent except as reasonably required for Nevada Public Records Act (NPR) or internal program reporting and status requirements regarding the performance and use of the Box Service.
  - Any services acquired from Box are purchased separately from the use or delivery of Code, and no services acquired from Box require the use of Code.
  - Changes made to Customer's instance of the Box Service resulting from the use of Code, including the deletion of any Box Service user accounts, as well as the deletion of any electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by the users of the Box Service accounts (the "Content"), may not be reversible or recoverable. We encourage you to message your Box Service account users in

advance of any material changes to their accounts or the deletion of their accounts and Content. Box also encourages you to test any Code in a sandbox environment prior to running it in a production environment.

## 2 Scope of Services

### 2.1 Project Executive Summary: Our Understanding of the Project

**Objective:** The Nevada DMV is seeking to implement Box as a new Content Services Platform (CSP) as part of a broader digital transformation journey. Box Consulting will help implement Box as a new, modern CSP that is integrated with key Nevada DMV applications including Salesforce. There are 7 key workstreams that will be included in the implementation services:

1. **Solution Design:** Box will lead an initial 2-month solution design phase with the Nevada DMV team to finalize the detailed design of Box, migration plan, and adoption strategy. This will involve conducting remote, virtual workshops and developing a solution design document. The design will satisfy the requirements in Attachment HH as noted in the Box submissions to DMV. Notwithstanding the foregoing Box may make adjustments to the design as necessary in order to meet DMV requirements defined during the Solution Design phase.
2. **Box Implementation & Rollout:** This workstream will include the implementation of the Box Enterprise+ product suite. This will include configuring core Box enterprise settings, folder structure, metadata templates, Box Shield advanced security controls, Box Governance, and Box KeySafe.
3. **Network Drive Migration:** Box will lead the migration of up to 3TB of content from network shared drives using Box Shuttle migration tooling. Box will work directly with stakeholders from each department of the Nevada DMV to review and organize the content for migration into Box.
4. **Legacy ECM Content Migration:** This workstream will include the migration of up to 262 million documents from OpenText AppXtender and File360 into Box. The migration will be led by our migration partner, currently Versafire, who will use their Docuflow technology to seamlessly migrate the content and metadata into Box.
5. **Change Management & Training:** Box will work with the Nevada DMV employee representative team and lead the rollout of Box to end users by providing comprehensive change management and training support. This will include the development of a change management strategy, supporting the rollout of Box through communications and the Nevada DMV change ambassadors, and providing end-user training which will include live virtual training sessions, training videos, and other training materials.
6. **Salesforce Integration Support:** Box will partner with Slalom to build a robust integration between Box and Salesforce. As part of the Solution Design phase Box will conduct workshops with the Nevada DMV and Slalom teams to define the integration patterns and user stories between Box and Salesforce. Box will then provide ongoing integration assistance and technical support which may include implementing the native Box and Salesforce integration (connector), leveraging

the Box for Salesforce SDK, or supporting custom development with Box Platform API's.

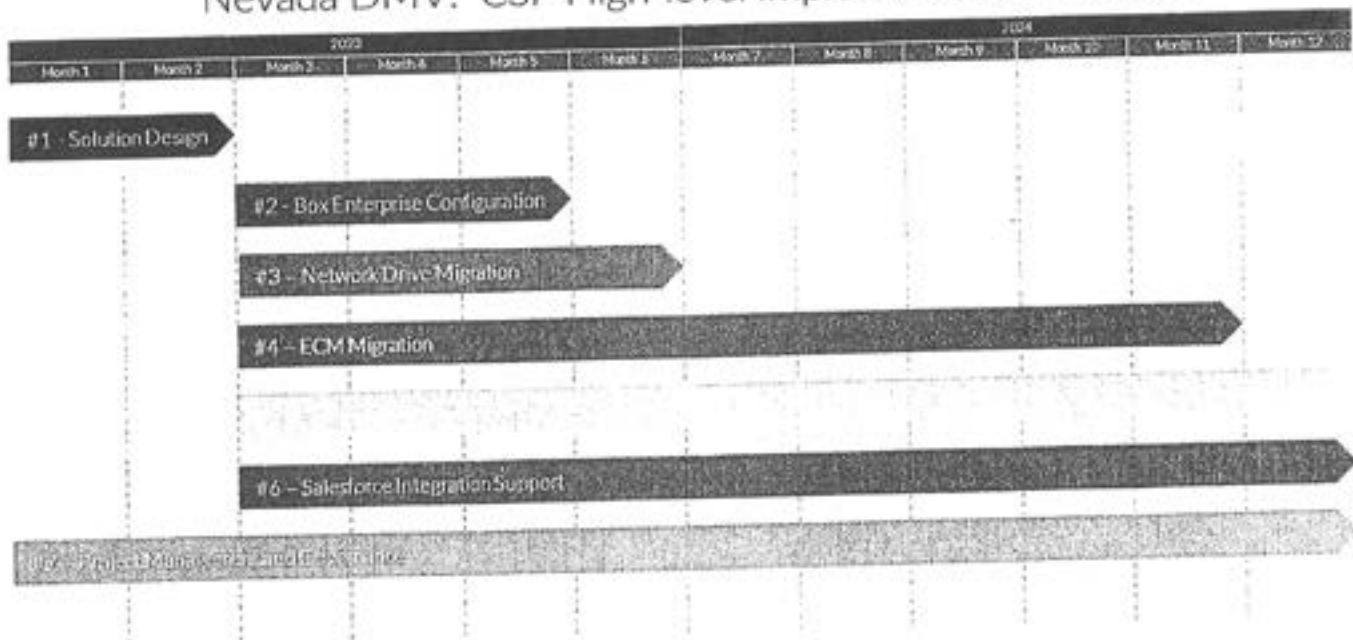
7. **Project Management:** Box will provide project management through the engagement to ensure a successful implementation. This will include providing weekly status reports, conducting weekly status calls, sprints, and related ceremonies, leading discovery and design sessions, and conducting quarterly steering committee meetings to ensure open and transparent communication on progress and resolve risks or issues.

## 2.2 Project Timeline

Based on the scope of the services outlined in this Section 2, and in accordance with Section 1 SOW Term/Expiration, the core Box implementation, migration and rollouts expected to be completed in twelve (12) months. The hours allocated as part of Workstream #6 – Salesforce Integration may be consumed up to twenty-four (24) months from the Project kickoff. This Project duration estimate has been made under the assumption that Customer will provide Box timely access to the key resources and decision makers outlined in Section 3.

Detailed below is the high-level project timeline broken down by workstream:

### Nevada DMV: CSP High-level Implementation Timeline





## 2.3 Box Consulting Methodology

In performing the consulting services, Box adheres to a standard methodology consisting of five phases with associated milestones and Deliverables:

- Initiate: Confirm scope; define roles, responsibilities, milestones, and dates; deliver project plan
- Solution Design: Develop requirements with stakeholders; deliver design, communications, activity plans
- Build & Iterate: Configuration & testing; deliver test plans, communication templates, final design
- Deploy: Solution(s) go-live, delivery of final implementation guide, communications, and training
- Evaluate: Post-deployment support, success metrics reporting, backlog review

## 2.4 Project Scope Overview

The Project is being scoped as a fixed resource and fixed timeline project. Specific Box resources are described in detail in Section 3 of this SOW. The main resource will be an Implementation Consultant who will report to the Customer Project Manager.

Either prior to, or at the start of each phased sprint, Box and Customer will work together to define the scope of the sprint in the Services scope planning meeting. Scope of services may also be influenced by the availability of new features on the Box product roadmap. At the conclusion of each sprint (2 weeks) a retrospective will be conducted including a value readout to Customer leadership. The high-level scope is likely to include the following items, but this will be further defined during the project initiation:

Workstream	Outcome
#1 - Solution Design	Box will lead workshops with the Nevada DMV to finalize the solution design for configuring Box as the Content Services Platform (CSP) including enterprise configuration, detailed migration planning, and integration architecture
#2- Box Enterprise Configuration	Box will be configured based on the requirements gathered during the solution design phase including the core Box enterprise settings, Box Shield advanced security capabilities, and Box Governance retention and disposition capabilities
#3- Network Drive Migration (Box Shuttle)	Box will successfully migrate up to 3TB of Customer content from Network Shared Drives
#4 - ECM Migration	Box will migrate up to 262 million documents from OpenText AppXtender and Global360

#5 - Change Management and Training	Box will support the successful rollout of Box to end-users by providing customized change management and training materials and conducting customized training
#6- Salesforce Integration	Box Consulting will provide 240 hours of integration support with Salesforce
#7 - Project Management and Governance	Box will provide project management and oversight throughout the CSP implementation

## 2.5 Box Materials to be Provided

Workstream	Materials
#1 - Solution Design	<ul style="list-style-type: none"> <li>• Solution Design Document which includes the following components: <ul style="list-style-type: none"> <li>◦ Box architecture as the CSP</li> <li>◦ Box Enterprise Design</li> <li>◦ Data Dictionary</li> <li>◦ Interface Control Document(s)</li> <li>◦ Network Drive Migration Plan</li> <li>◦ ECM Taxonomy Mapping Plan</li> <li>◦ Change Management and Training Plan</li> <li>◦ Salesforce Integration Design</li> <li>◦ Risk Management Plan</li> <li>◦ Test Plan</li> </ul> </li> </ul>
#2- Box Enterprise Configuration	<ul style="list-style-type: none"> <li>• Box configuration guide which includes: <ul style="list-style-type: none"> <li>◦ Core Box enterprise settings</li> <li>◦ Box Shield configuration</li> <li>◦ Box Governance configuration</li> </ul> </li> <li>• Box test cases</li> </ul>
#3- Network Drive Migration (Box Shuttle)	<ul style="list-style-type: none"> <li>• Migration plan</li> <li>• Final migration validation reports</li> </ul>
#4 - ECM Migration	<ul style="list-style-type: none"> <li>• Migration plan</li> <li>• Final migration validation reports <ul style="list-style-type: none"> <li>◦ Migration report for 50% completion</li> <li>◦ Migration report for 100% completion</li> </ul> </li> </ul>

<p>#5 - Change Management and Training</p>	<ul style="list-style-type: none"> <li>• Change Management Materials <ul style="list-style-type: none"> <li>○ Value proposition and tools matrix</li> <li>○ Enterprise launch communications plan</li> <li>○ Custom end-user communications designed to drive adoption of Box</li> <li>○ Template post-launch end user survey</li> </ul> </li> <li>• Training Materials <ul style="list-style-type: none"> <li>○ Live virtual training course materials <ul style="list-style-type: none"> <li>▪ Custom course lesson plan</li> <li>▪ Course delivery recording and presentation materials</li> <li>▪ Post class Q&amp;A document</li> </ul> </li> <li>○ Custom training video series –three (3) enablement videos <ul style="list-style-type: none"> <li>▪ Up to 5 minutes in length per video</li> </ul> </li> <li>○ LMS Course <ul style="list-style-type: none"> <li>▪ Course format exported in one of the following in LMS (SCORM compliant 1.2 / 2004 / AIC / xAPI (TinCan) / cmi5)/ PDF / WEB</li> </ul> </li> <li>○ Box training collateral including: <ul style="list-style-type: none"> <li>▪ Customized Box training manual</li> <li>▪ How-to-guide</li> <li>▪ Cheat sheet</li> <li>▪ FAQ</li> </ul> </li> </ul> </li> </ul>
<p>#6- Salesforce Integration</p>	<ul style="list-style-type: none"> <li>• Any materials prepared in conjunction with the Box and Salesforce integration development. This may include: <ul style="list-style-type: none"> <li>○ Custom code / code snippets</li> <li>○ Code documentation</li> <li>○ Quarterly Status Report</li> </ul> </li> </ul>
<p>#7 – Project Management and Governance</p>	<ul style="list-style-type: none"> <li>• Project Plan - live document (SmartSheet or similar) that outlines the project workstreams, timeline, milestones, and progress</li> <li>• Project Management Plan - live document (MS Word or similar) outlining project processes and templates.</li> <li>• Quarterly status report</li> <li>• Backlog – recorded use cases and requests that are out of scope of the Project</li> </ul>

## 2.6 Project Scope

### 2.6.1 Workstream #1 – Solution Design

- Project kick-off: Introduce the project teams, discuss overall content strategy vision and objectives for the Content Services Platform, review workstreams and timeline
- Conduct planning for the solutions design workshops and identify workshop participants
- Solutions design workshops: Box will conduct solution design workshops with key Nevada DMV stakeholders to design the recommended Box implementation and migration plan based on DMV requirements in Attachment HH. Detailed below are the planned workshops and example topics for each workshop.
  - Box as the Content Services Platform – Two (2) sessions planned
    - Discuss Customer's current technology stack and ideal technology stack moving forward, especially as Customer shifts towards a more cloud-based ecosystem
    - Deep dive on Box capabilities and best practices of content migration techniques to sunset legacy content tools
    - Capture business perspective on how business processes could be optimized upon consolidating content strategy through Box
    - Map the flow of knowledge through processes identifying where the knowledge is needed vs. where it is currently located
  - Box Enterprise Configuration Design – Six (6) sessions planned
    - Core Box enterprise settings:
    - Review core box features and the Box administrative console
    - Conduct design sessions with Customer stakeholders to define the core Box enterprise settings
  - Box Shield
    - Review key features of Box Shield
    - Conduct deep dive sessions with Customer stakeholders to define the Box Shield design including threat detection rules, classifications, and smart access security controls
    - Define integration points with key Nevada DMV security applications (Ex. SIEM)
  - Box Governance
    - Review key features of Box Governance
    - Conduct deep dive session with Customer stakeholders to define the Box Governance design including retention policies and application approaches, disposition actions, advanced trash controls, and legal holds



- Network Drive Migration – Six (6) sessions planned
  - Review inventory of source data locations for in-scope content and align on the migration approach, waves, and timeline
  - Identify and confirm participation from Content Leads and other key stakeholders
  - Define the migration approach and preliminary migrations waves and timeline
  - Review migration plan and apply revisions based on Customer feedback
- ECM Migration – Solution Design for mapping legacy documents to new CSP platform - Ten (10) sessions planned
  - Conduct legacy document and metadata workshop around existing document with Client (Attached in section 2.7.E) with stakeholders and system administrators
  - Conduct use cases workshop requirements for legacy document type in both legacy system
  - Conduct workshop for search and reporting requirements
  - Conduct security and retention requirements for documents
  - Create Taxonomy Mapping section of Solution Design document
  - Conduct Workshop to present new taxonomy mapping
  - Conduct workshops to review/validate and approve new mapping taxonomy
- Change Management and Training – Five (5) sessions planned
  - Review the Nevada DMV structure, user population, and define the desired rollout approach
  - Review the Nevada DMV change ambassador network and align on communication methods
  - Align on Box key messages and positioning alongside other IT tools resulting in completed value proposition and tools matrix
  - Develop change impact assessment documenting end user impacts within key implementation workstreams
  - Design deployment strategy specific to "first 100 users", but with the intention that this framework can be leveraged for future users and departments
- Salesforce Integration – Eight (8) sessions planned
  - Review the Box and Salesforce native integration and capabilities
  - Review the current Salesforce implementation for Nevada DMV including pilot status

- Define the integration points/integration patterns between Box and Salesforce specifically focused on interactions within Service Cloud and Community Cloud
- Design the recommended Box and Salesforce integration architecture
- Define any custom development required to support embedding/integrating Box within the Nevada DMV Salesforce implementation
- In addition to the planned workshops outlined above Box may conduct additional ad hoc sessions as needed with Nevada DMV stakeholders during the Solution Design phase of the Project. However, if additional workshops are required beyond the expected two (2) month duration of this phase a change order may be required
- Create and deliver Box solution design document which includes:
  - Box CSP Roadmap
  - Box Enterprise Design
  - Data Dictionary
  - Interface Control Document(s)
  - Network Drive Migration Plan
  - Taxonomy Mapping Plan
  - ECM Migration Plan
  - Change Management and Training Plan
  - Box and Salesforce Integration Design
  - Risk Management Plan
  - Test Plan
- Review the solution design document with key Nevada DMV stakeholders and make revisions as needed. The finalized solution design will be presented to the Customer for sign-off

## 2.6.2 Workstream #2 – Box Enterprise Configuration

### 2.6.2.1 Core Box Deploy

- Core Box sandbox configuration and testing
  - Support setup of Box sandbox environment and environment management strategy
  - Enterprise settings configuration
    - Guide the Customer Box administrator through recommended Box enterprise settings configuration based on the solution design
  - Enterprise folder structure configuration

- Assist Customer with the design and configuration of an enterprise-wide folder structure up to three (3) layers deep
- Metadata template configuration
  - Configuration of up to sixty-nine (69) metadata templates and approximately 375 fields required to support the ECM data migration
- Create test cases for Box Enterprise configuration
- Core Box deployment
  - Support the Customer led configuration of core Box functionality within the production environment
  - Standard Box application deployment
    - Review standard Box applications such as Box Edit, Box Drive, Box for Office, and Box native mobile application.
    - Share best practices and technical consultation on the application deployment
  - Access management configuration (SSO setup)
    - Define recommended approach for user provisioning and de-provisioning
    - Setup support for standard and non-standard SSO connections (one SAML 2.0 connection from a single Identity Provider to a single Box instance)

#### 2.6.2.2 Box Shield Deploy

- Box Shield sandbox configuration and testing
  - Configuration of Box Shield advanced security controls within the sandbox environment. Configuration may include:
    - Malware detection rules
    - Threat detection rules – Configuration of up to five (5) threat detection rules and alerts
    - Classifications – Configuration of up to five (5) classifications with associated Smart Access security controls
    - Configure the application of the classification based on cascading folder structure, file metadata, or automated file inspection
  - Support the integration of Box with the Customer SIEM tool (Accenture SOC) within the sandbox environment
  - Create test cases for Box Shield configuration
  - Completion of Box Shield UAT guide
  - Assist Customer in UAT testing in Box sandbox environment
- Box Shield deployment support

- Support the customer led configuration of Box Shield in production and associated cut-over activities
- Support the integration of Box with the Customer SIEM tool within the production environment

#### Box Shield Deployment Assumptions:

- Assumes that integration between Box and Accenture SOC does not require custom development

### **2.6.2.3 Box Governance Deploy**

- Box Governance sandbox configuration and testing
  - Configuration of Box Governance content lifecycle management capabilities within the sandbox environment. Configuration may include:
  - Retention policies – Configuration of up to forty (40) retention policies and associated disposition actions
  - Configure the application of the retention policies based on the folder structure or file metadata
    - Content migrated into Box with metadata (Ex. From OpenText) may have retention policies applied based on the metadata migrated with the file. For example, if a file has the 'Special Plates' metadata template associated with it then retention policy '1995013 Special Permits/Fees' could be applied to the file.
    - Content migrated into Box without metadata can have retention policies at the folder level
  - Advanced trash control
  - Legal holds
  - Create test cases for Box Governance configuration
  - Completion of Box Governance UAT guide
  - Assist Customer in UAT testing in Box sandbox environment
- Box Governance deployment support
  - Support the customer led configuration of Box Governance in production and associated cut-over activities

#### Box Governance Assumptions:

- Retention policies are based on the draft retention policy document provided by the Customer in Exhibit 1 (attachment CC.1)

### **2.6.2.4 KeySafe Implementation**

- Provide an overview of the KeySafe architecture, design, and installation materials



- Support the Customer's setup of Amazon Web Services KMS or Google KMS
- Note: Customer must purchase their own KMS subscription for use with Box KeySafe
- Document KeySafe support and communications processes for ongoing management
- Support Customer with ingestion of Box KeySafe logs to Customer SIEM tool
- Conduct tabletop exercise for key recovery and restoration
- Connect to production Box instance

### 2.6.3 Workstream #3 – Network Drive Migration (Box Shuttle)

#### A. Scope Parameters

Parameter	Scope
Source	Network File Shares
Description	Team / Departmental Shares
Service Level	Shuttle w/ Content Leads
Volume (TB)	Up to 3TB
File Count	Up to 4,000,000 documents
Users (#)	Up to 1,300 users
Departmental Groups (#) – Content Leads Private Delivery	Up to 15 Departments
Migration Waves	Up to 15 total waves

#### B. Shuttle with Content Leads

- Conduct migration configuration and technical analysis
  - Create company-level folder structure and ownership model and align on approach for identity and group management
  - Customer to install migration software and provide read-level access to source data and authorize a Box service account in the migration software
  - Configure migration job(s) for each source share or account
  - Run technical analysis on source data, including current state snapshot of permissions map, and provide results to Customer
- Conduct pre-migration content leads migration planning with each Nevada DMV department
  - Conduct kickoff meeting with Customer project/IT team for Customer and Box to align on scope and all departments involved in the content leads process

- Conduct one (1) Content Leads kickoff meeting with each department to review the content leads approach and review the current content structure / usage
- Box recommends that Content Leads participants take the Box User Essentials and Folder Structure Best Practices training courses prior to kickoff
- Conduct one (1) folder structure and permissions best practices enablement session with the Content Leads from each department
- Conduct one (1) content reorganization and migration best practices enablement session with the Content Leads from each department
- Content Lead participants will design future-state folder structure and permissions model and, if applicable, reorganize, delete, and/or archive source content into new structure
- Box Consulting Team will review the folder structure designs provided by Content Leads and provide one (1) round of feedback for each content lead group
- Execute migration and iterate process
  - Run initial migration jobs and periodically monitor progress
  - Address issues within Box's control and notify Customer of issues which require Customer intervention to remediate
  - Communications support for each migration wave
- Create and validate permissions assignment spreadsheet
  - Run initial migration jobs and periodically monitor progress
  - Provide Customer with migration results to validate. Customer to review and validate results from each migration job
  - Address issues within Box's control and notify Customer of issues which require Customer intervention to remediate
  - Customer to review migration results provided by Box to confirm that data was migrated as expected
- Complete final delta migration and verification
  - Run a delta migration to address source system changes which have occurred since the initial migration and to apply permissions defined in the permissions-application spreadsheet
  - Provide final migration report files to Customer
  - Customer to set source accounts or shares to read-only state and validate permissions and access levels with end users

**Outcome:** Customer content has been successfully re-organized and migrated to Box with proper access controls in place.

## 2.6.4 Workstream #4 – ECM Migration

The scope of this workstream is to assist the Customer with the migration of content from existing document management repositories (OpenText AppXtender, OpenText File360) to Box Cloud Content platform. The services outlined below include the deployment of a transformation and extraction server(s) using Docuflow for Integration utilities (D4i) to facilitate and manage the extraction and migration of content to Box's Cloud Content Platform.

### A. Scope Parameters

Source system	Files	Input Rate	Size	Servers	End user file types
AppXtender	254.2 M	XX/M	10.2 TB	2	Tiff
File360	7.2 M	XX/M	7.2 TB	2	Tiff

#### 2.6.4.1 Migration Planning Sessions

- Review and Validate Document/Content Types, Folder Structure and key index metadata, retention schedules and security per Solution Design
- Review Infrastructure readiness including current AppXtender servers, File360 servers, network and new migration server(s)
- Identify and define Migration Data Quality plan to include audit reports with source document count, document count, and exception list. Determine spot check QA rules and report format
- Define detailed Migration schedule for bulk and delta migrations. Determine current operation times and migration scheduled times. Expected schedule and progress by week. Schedule monthly migration reviews
- Complete Migration Plan which includes Taxonomy Mapping (starting from Solution Design), Bulk and Delts migration strategies, Data Quality plan and detailed Migration Schedule
- Review Migration plan and revisions based on Customer feedback and finalize
- Complete Migration Plan

**2.6.4.2 Deploy and configure and Docuflow for Integration (D4i) utilities and scripts in dev and Production servers.**

- Conduct Technical review and confirm prerequisites for migration servers
- Extraction Utilities and Services provided as a Virtual Machine (Windows Server or Containers)
- Deploy core D4i services for extraction and transformation on hosts (Virtual or Container) and validate functional
- Deploy D4i box connector and validate unit functional test
- Deploy D4i AppXtender connector and validate unity test
- Deploy D4i File360 connector and validate functional test

#### 2.6.4.3 Build D4i Configure and Test and Production Environment

- Configure D4i Connectors for each source and target repository
- Configure Transformation and Process Scripts and Tasks automation scripts in accordance with Migration Plan
- Conduct Testing (up to 3 sample runs)
- Draft Procedure and Process Documentation

#### 2.6.4.4 Extraction, Transformation, and Load

##### 1. AppXtender Bulk Migration

- AppXtender bulk export/box ingestion of batch runs begin
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- AppXtender bulk export/box import completes
- If needed additional bulk export/import of batches occur to minimize final delta run
- Complete AppXtender migration reports and deposition reports completed

##### 2. File360 Bulk Migration

- File360 bulk export/box ingestion of batch runs begin;
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- File360 bulk export/box import completes
- If needed additional bulk export/import of batches occur to minimize final delta run
- Complete File360 bulk migration reports and deposition reports completed



### 3. AppXtender and File360 Delta Migration

- AppXtender/ file360 Delta export/box ingestion of batch runs begin;
- Weekly progress reports with batches and document counts
- Monthly Migration reports review with source and target counts and exceptions. Review and deposition previous exception report
- File360 Deltas export/box import completes
- Complete Delta Migration reports
- DMV review and sign-off on Migration reports

**Outcome:** Customer content has been successfully re-organized and migrated to Box with proper access controls in place.

## 2.6.5 Workstream #5 – Change Management and Training

### 2.6.5.1 Change Management

- Complete the development of the enterprise launch & engagement strategy
  - Confirm all available communications and engagement channels/vehicles
  - Develop enterprise launch communications plan
- Develop custom communications
  - Creation of up to sixteen (16) custom end-user communications designed to drive adoption of Box and support launch
- Engage Nevada DMV champion network
  - Engage a group of key business champions to help drive adoption of Box, promote training opportunities for their impacted business unit, and provide end user feedback
  - Identify impacted users for change management plan and complete stakeholder analysis workbook
  - Outline high-level key stakeholder engagement channels on project timeline in detailed engagement plan
  - Conduct up to five (5) champion enablement sessions, including:
    - Kick-off session to understand project objectives, champion roles and responsibilities
    - Training session to educate champions on Box features and functionalities
    - Pre or post go-live session to review and measure progress
- Develop feedback plan to measure launch success
  - Align on success metrics for Box launch
  - Finalize end user custom survey questions prior to go-live

- Distribute standard post-launch end user survey
- Provide survey results, analysis, and go forward recommendations

#### 2.6.5.2 Training

To support the successful rollout and adoption of Box by end-users Box will develop and lead a comprehensive training program which includes live virtual training, self-paced training materials, and ongoing training support via office hours. Training will be conducted separately with each of the 8 divisions within the Nevada DMV and training will occur as departments are onboarded to Box.

- Complete the detailed training plan and training schedule
- Custom Standard Box live user training – sixteen (16) live trainings
  - Content development session
  - Plan Box live virtual training curriculum
  - Conduct pre-course consultation to prepare for training delivery in Customer branded environment
  - Topics for training can include:
    - Introduction to Box
    - Trash settings and usage
    - Shared links and inviting collaborators
    - Navigation of the Box UI
    - Content and workspace organization
    - File editing
    - Collaboration and workflow tools
    - Customer value proposition
    - Box and Microsoft Office
  - Box Standard live user training – delivery
    - Includes sixteen (16) live virtual private deliveries of 60 minutes each
    - Conduct pre-course consultation to prepare for training delivery in Customer branded demo environment
    - Course delivery recording
    - Custom course lesson plan
    - Post class Q&A document
- Custom video series – three (3) enablement videos
  - Content development session
    - Conduct pre-production consultation to plan for three (3) video learning series in Customer branded environment up to 5 minutes in length each

- Custom video series production
    - Develop full video storyboard with customer assets for each video
    - Conduct production review for changes and edits to final video's
    - Includes up to 1 round of edits for each video
- Box Standard self-paced (LMS) training course – one (1) interactive course
  - Content development session
    - Conduct pre-production consultation to plan for one (1) interactive self-paced course on native Box functionality in Customer branded environment
  - Deliver Standard self-paced training course production
    - Deliver one (1) interactive, self-paced course, up to 45 minutes in length
    - Develop full course lesson plan with Customer assets and chosen topics
    - Produce self-paced course
    - Conduct post-production feedback session and incorporate edits to final course
    - Includes up to 1 round of edits
    - Provide technical consultation to support Customer hosting of course
    - Course format exported in one of the following in LMS (SCORM compliant 1.2 / 2004 / AIC / xAPI (TinCan) / cmi5)/ PDF / WEB
- Box Customized Training Materials
  - Box will develop and provide the following training materials to support end-user education
    - Customized Box training manual
    - How-to-guide
    - Cheat sheet
    - FAQ
- Box Office Hours
  - Box will host twice-monthly office hours sessions with end users for a period of six (6) months. Office hour topics may include:
    - Reviewing Box functionality and 'how to' sessions
    - Answering end user questions
    - Discussing content use-cases

## 2.6.6 Workstream #6 - Salesforce Integration

This scope entitles the customer to 240 hours of consulting services to complete the Key Activities listed below over a period of 12 months to support the integration of Box

with key Customer applications which may include Salesforce, or others. This support may include architectural and technical design, configuring the native Box and Salesforce integration, technical support for leveraging Box API's, embedding Box UI elements (as required), and enabling automated user provisioning via API. These hours can only be used to execute Salesforce Integration Support activities and cannot be changed unless mutually agreed upon in a contract amendment.

#### **2.6.6.1 Key Activities:**

- Provide guidance and expertise integrating Customer applications with the Box API's including:
  - Box API usage and format
  - Identity management and token generation
  - User permissions and security considerations
  - Metadata usage and application
  - Scale limitations
  - Box UI Elements
- Supporting the integration of Box and Salesforce which may include:
  - Supporting the installation and configuration of the native Box and Salesforce integration (managed package)
  - Provide ad-hoc technical support to the Salesforce consulting partner during the build/development phase for integrating and embedding Box with Salesforce. This support may include technical guidance, code reviews, troubleshooting, etc.
  - Support customer-led testing of the Box and Salesforce integration and associated Box functionality in a sandbox environment
  - Support the deployment of the Box and Salesforce integration to the production environment
  - Complete Box configuration required to support the Salesforce integration requirements. This may include configuring Box enterprise settings, security controls, user provisioning & management, folder structures, etc.

#### **2.6.7 Workstream #7 - Project Management**

Throughout the course of the project Box Consulting will provide regular updates to the Nevada DMV on the project status using three primary project governance mechanisms. The goal of these mechanisms is to project transparency, mitigate risks early, and ensure the proper oversight of the project from both Box and the Customer.

##### **1. Weekly Project Status Dashboard**



Box Consulting will prepare a project status dashboard that will be updated and shared on a weekly basis with the Nevada DMV project team and includes the following information:

- Overall project health
- Workstream status and key activities completed
- Issues, risks, and key decisions
- Current and planned activities

## **2. Weekly Status Meetings**

The Box Consulting and Nevada DMV project teams will meet on a weekly basis to review the project status dashboard and discuss the project status, timeline, and resources. During this meeting any key issues, risks or decisions will also be raised and workstream planning will also be completed.

Key attendees for the weekly status meeting will include:

- Box Consulting: Project Manager, Solution Architect, lead technical consultant, and other team members as required
- Nevada DMV: Project lead/manager, technical lead, employee development representative, business stakeholders (as required)

Weekly status meetings are limited to one (1) per week

## **3. Quarterly Steering Committee**

Box Consulting will conduct a quarterly steering committee with the project/executive sponsors from both Box and the Nevada DMV. The goal of the quarterly steering committee is to inform project/executive sponsors on the health of the project, address key issues or risks, and align on upcoming activities. Key attendees will include project team members and project sponsors from both Box and the Nevada DMV.

## **2.7 Project Assumptions**

Below are key assumptions associated to the high-level objectives of this engagement:

### **A. Functional Assumptions:**

- This project is specifically for only 1 production Box enterprise instance, e.g., customer.box.com and up to three (3) Box sandbox environments (Ex. Dev, Test, Staging)
- Project timelines consider the availability of Customer resources and key decision makers. Customer is responsible for acknowledging and responding to documents relating to this Project, including but not limited to requirements documents, escalation issues or end-of-project notices

- Customer is responsible for identifying all stakeholders who are required to provide input in on key decisions
- Customer is responsible for identification of all technical, functional, and legal requirements
- Box Consulting will have limited access to the customer's Box production environment. For configuration changes in production, Box Consulting operates in an advisory only capacity and will work with the Customer's Box administrator to make changes. For migration and integration activities, Box will have programmatic access to Customer's Box environment. This access must be authorized by Customer with necessary permissions and scopes before associated dependent work can begin
- Customer has proper rights, access methods and permissions to any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW
- All work is done remote unless otherwise noted
- Customer is responsible for identifying the content that requires retention policies to be applied
- Box can use the existing date information contained within file metadata to start the retention period, however adding metadata date values to calculate the retention duration is out of scope for this project

#### **B. Technical Assumptions:**

- Customer is responsible for procuring, installation, configuring, and ongoing maintenance of any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW

#### **C. Change Management & Training Assumptions:**

- Customer is responsible for distributing all end user launch and training communications
- All trainings and training materials are delivered in English unless otherwise specified
- Customer is responsible for identifying business user contacts and key stakeholders
- Customer is responsible for any printing, shipping and copying charges for any training materials
- Virtual training sessions are delivered for a maximum of five hundred (500) participants per session

#### **D. Network Drive Migration (Box Shuttle) Assumptions**

- For on-premises data sources, Box Shuttle requires Customer to provide physical or virtual infrastructure accessible by Box Consulting project resources. This infrastructure must include a Windows machine which has access to the source

data, and on which the migration software and scripts can be installed, configured, managed, and executed. Customer is responsible for the provisioning, maintenance, security, and all other aspects of the physical or virtual infrastructure required to install the migration software

- Customer acknowledges that Box will provide Box Shuttle migration tooling to provide the Box Shuttle service to Customer
- Customer will provide read access authorization through connectors to relevant source data
- Customer will authorize a Box account from the target Box instance to the migration tool
- Migration jobs will be initiated either during regular U.S. business hours or after U.S. business hours as agreed upon with the Customer
- Customer acknowledges that Box is not suitable for all possible content and workloads. For example, Box does not recommend storing high-availability databases such as SQL or Microsoft Access on Box
- Migration timelines are dependent on factors such as data volume, number of files, and the location and nature of source systems. Box cannot guarantee transfer speeds or the ability to achieve a specific timeline
- Box will conduct up to 3 review cycles with the Customer to obtain a properly formatted permissions-application spreadsheet for the migration tool
- Up to fifteen (15) migration waves are included in this Service Level. A migration wave is defined as a distinct migration go-live event for a particular set of users, user groups, servers, shares, or physical locations
- Customer will identify content groups and associated content leads to engage in this Project which logically map to specific source content
- Content leads would represent up to 100 individuals in the content group
- Box cannot apply permissions that violate the Box Service's permission structure (e.g. broken inheritance on a subfolder). Source data that violates this permission model may require re-organization by the Customer prior to migration

#### **E. ECM Migration scope assumptions:**

- Estimated total number of documents is 262 million
- Number of document classes is 69
- Estimated number of total metadata fields is approximately 375 which is based on the spreadsheet provided by the Customer shown in Exhibit 2 (attachment CC.2)
- Assumes that all document classes will be migrated, however some rationalize of classes may occur based on the Solution Design phase
- All metadata field needs to be present in source system
- Unpopulated metadata will be migrated as blank
- All Maximum file size (10 GB/box video limit) or network restricts/timeouts

- Target file types: To remain as source format - Tiff or PDF
- Incorrect fields (i.e., non-date in date field) will not be corrected
- Too many characters or size mismatch will be truncated
- Special characters will not be migrated (e.g. arrows, carriage returns)
- Legacy ECM systems are on current support
- Client to provide recommended on-site migration server and high-speed internet connections
- Client to provide UAT testing resources
- Client provides resources to support workshops
- The duration of the content migration is subject to client environment, capacity of the host source content management systems, network and connectivity to Box Cloud Content Platform

#### **F. Out of Scope Assumptions**

- This SOW does not include setup of any other application or feature, or any ongoing product support not addressed in Section 2 of this SOW
- This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the general release of the Box Service as of the Effective Date of this SOW
- Changes made by Customer to taxonomy after Solution Design are out of scope and may require a change order
- Changes made by Customer to Migration Plan after approval is of scope and may require a change order or contract amendment
- Database look-up, cross reference, transformation, or validations for metadata fields are out of scope and customer responsibility or possible change order
- Data Quality Exceptions beyond what is defined in the migration plan is considered out of scope and customer responsibility, or possible Change Request
- Assumes that the setup of ABBYY for document scanning or OCR is out of scope
- Support beyond the initial 24-month implementation timeline may require a change order or separate engagement

### **3 Project Team**

Customer is responsible for providing and ensuring Customer's committed participation of resources required during the Project. The pricing and schedule reflect this important assumption. Professional Services delivered in this SOW are performed by Box Consulting jointly with Customer as a cooperative, hands-on project, jointly managed by Box Consulting and Customer.



### 3.1 Box Consulting Roles

Box Consulting resources are not necessarily dedicated to any single project and may be engaged across many projects for various Customers.

Roles	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"><li>• Drive overall deployment vision and success</li><li>• Resolve key escalated issues</li></ul>
Project Manager	<ul style="list-style-type: none"><li>• Lead of overall implementation</li><li>• Coordinate activities and provide project status updates</li><li>• Deployment planning</li></ul>
Implementation Consultant	<ul style="list-style-type: none"><li>• Box configuration and consultation</li><li>• Box best practices</li></ul>
Solution Architect	<ul style="list-style-type: none"><li>• Box solution architecture</li><li>• Box security and compliance</li></ul>
Migration Consultant	<ul style="list-style-type: none"><li>• Solution Design – Taxonomy</li><li>• Migration Plan</li></ul>
Technical Consultant	<ul style="list-style-type: none"><li>• SSO connectivity to Box</li><li>• 3<sup>rd</sup> party application integration</li></ul>
Change Management Consultant	<ul style="list-style-type: none"><li>• Design of strategic engagement plan</li><li>• Creation of tool positioning matrix</li></ul>
Education Specialist	<ul style="list-style-type: none"><li>• Design of end user training curriculum</li><li>• Execution of end user training courses</li></ul>

### 3.2 Customer Roles

The Customer is responsible for providing timely access to and commitment from the following minimum key stakeholders. Multiple roles can be fulfilled by the same resource depending on deployment size and various other factors for the Customers.

Role	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"><li>• Determine minimum requirement set and lead use case prioritization decisions</li><li>• Serve as main point of escalation for high impact items</li><li>• Provide key scope, branding, and design decisions, and commitment to helping communicate project updates</li></ul>
Lead Project Manager	<ul style="list-style-type: none"><li>• Dedicated project manager required for entire duration of this engagement to work with the Box team on coordination activities for this engagement</li></ul>

Role	Key Responsibilities
Technical Lead	<ul style="list-style-type: none"> <li>Act as the main technical lead and serves as Box admin for implementation to implement key technical design and configuration decisions</li> <li>Identify and onboard appropriate technical SMEs for integration and configuration of 3<sup>rd</sup> party applications with Box</li> </ul>
Change Management Lead	<ul style="list-style-type: none"> <li>Assist with preparing, finalizing, and driving delivery of communications and engagement activities</li> <li>Assist with coordinating and delivering trainings and collection of end user feedback</li> </ul>
Compliance Lead	<ul style="list-style-type: none"> <li>Responsible for providing requirements and validation of compliance in the context of the use case</li> </ul>
Business Champions	<ul style="list-style-type: none"> <li>Provides input on business requirements and current state</li> <li>Active participants in onsite workshops for design of folder structures and feedback sessions</li> </ul>

### 3.3 Use of Subcontractors

Box intends to subcontract Versafire to complete the Legacy ECM Content Migration Workstream. Versafire will be responsible for migrating the content from OpenText AppXtender and File360 into Box. This will include completing the following activities as part of the migration process:

- Analyzing the source content stores and developing the migration plan
- Connecting and configuring the migration tools to the source content stores
- Conduct the extraction, transformation, and loading of content from the source content stores into Box
- Providing migration status reports

Box remains the sole and ultimate party responsible for the entirety of the deliverables including the subcontractors works. Box may change or remove Versafire as the subcontractor on the work they are responsible for upon mutual written consent between the Parties. Such consent shall not be unreasonably withheld or delayed by Customer. Notwithstanding the foregoing Box is not responsible for any delays in performance resulting from the withholding or delay of consent by Customer.

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**boxCONSULTING**

## **Attachment CC, Exhibit 1 – Nevada DMV Retention Policies**

The following retention policies are from the Nevada State Library, Archive & Public Records website available at: <https://nsla.nv.gov/>. These retention policies are for Motor Vehicles under the Executive Branch Retention Schedules. This includes the following retention schedules:

- Administrative Hearing Office
- Administrative Services Division
- Central Services Division
- Compliance Enforcement Division
- Field Services
- Motor Carrier Division

The retention policies are detailed below.

# State of Nevada Approved Records Retention and Disposition Schedule

## Office of Administrative Hearings

Version Date: 2/2/2023

This version supersedes all previous versions.

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### 1995036 Administrative Hearing Records

- Description:** These records document cases which have appeared before the Division of Administrative Hearings on actions concerning the driving privileges of individuals. The records may include but are not limited to: case history sheet, temporary license documentation, Notice of Administrative Hearing, subpoenas, Findings of Fact, Conclusion of Law and Decision, Notice of Right to Administrative and Judicial Review, Notice of Revocation, exhibits, transcripts of the hearing, associated documentation and related correspondence.
- Retention:** Retain for two (2) calendar years from the end of the calendar year in which the case was closed or judgement was finalized.
- Disposition:** Destroy Securely



# State of Nevada Approved Records Retention and Disposition Schedule

## Administrative Services Division

Version Date: 2/7/2023

This version supersedes all previous versions.

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### 1995014 Account Balance Report

Description: These records document the activity of selling agencies. Records may include but are not limited to itemized accounting documentation, Vendor Report, associated documentation and related correspondence.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

### 1995015 Bad Check Report

Description: These records document outstanding bad checks. The record includes the report only.

Retention: Retain for one (1) calendar month from the calendar month in which the report is superseded.

Disposition: Destroy Securely

### 1985026 Motor Carrier Cash Bond Records

Description: These records document the payment of Motor Carrier Cash Bonds for Fuel Industry Accounts. The records may include but are not limited to cash bonds, surety bonds, letters of credit, savings certificates, certificate of deposit, investment certificates, associated documentation and related correspondence.

Retention: Retain for seven (7) fiscal years from the end of the fiscal year in which the bond is closed.

Disposition: Destroy

### 1995017 Privilege Tax to Counties Report

Description: These records document the tax revenue paid to each county monthly. The records may include but are not limited to finalized report, county letters, associated documentation and related correspondence.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

### 1995018 Remittances Report

Description: These records document the distribution of funds in the Department budget to other state agencies. The records include the report only.

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which the report was finalized.

Disposition: Destroy

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2005115 Abandoned Vehicle & Suspended Registrations Files**

Reviewed: 02/11/2009

Description: This record series documents the suspension of the registration of abandoned vehicles by the DMV (See NRS 487.205 to 487.300). The record may include but is not limited to: Copies of vehicle registrations and related documentation; Copies of notifications (including law enforcement agencies and DMV); Affidavits and related documentation (See NRS 487.235); Related correspondence.

Retention: Retain these records for a period of three (3) calendar years from the date of suspension or the date of reinstatement of the registration of the vehicle.

Disposition: Destroy Securely

### **2002064 Accident Case Files**

Reviewed: 05/11/2011

Description: These records document the report of accidents. The files may include, but are not limited to: Traffic Accident Report with associated documentation; Insurance documentation; Copies of court records; Liability and financial responsibility documentation; Associated correspondence.

Retention: Retain these records for a period of six (6) calendar years after the closure of the case.

Disposition: Destroy Securely

### **2002058 Commercial Driver License System Daily Transaction Report**

Reviewed: 10/08/2003

Description: This record series administers the process of verifying and correcting data entered into the computer system dealing with commercial driver licenses transactions. The files consist of the computer generated report "Commercial Driver License System Daily Transaction Report (MGPD 2500 job number 115980)" with associated notes and memos.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2002066 Conviction Deletion List**

Reviewed: 10/08/2003

Description: This is a computer printout which documents the daily deletions from the parent program (Conviction Transaction List #2803), due to errors, court changes, duplications, etc.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2000071 Demand Letters**

Reviewed: 10/08/2003

Description: This record series is used to request information from vehicle owner to demand an outstanding title needed for a current transaction (such as transfer of ownership). The files may contain: copy of letter sent, backup documentation as listed for title files and related documentation.

Retention: Retain this record series for a period of (3) calendar years from the date written if no response is received from the addressee. If an appropriate response is received, this record series will become part of the Vehicle Title File.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2009032 DMV Records Requests**

Reviewed: 08/12/2009

Description: These records document the request for information maintained by the DMV that may or may not be charged a fee for providing (See NRS 481.063). These records may contain, but are not limited to: Written requests including written releases (NRS 481.063 (2)); National Driver requests with supportive documentation; Notarized affidavits (NRS 483.063 (10)); Billing Statements, invoices and other fiscal documents; Computer reports and printouts of information requested (NRS 481.063 (10)(c)); Related correspondence.

Retention: Retain these records for a period of five (5) fiscal years from the end of the fiscal year to which they pertain.

Disposition: Destroy Securely

### **2002063 Driver's License Medical Files**

Reviewed: 10/08/2003

Description: This record series administers and documents the application of persons with disabilities (see NRS 482.3835 for definition) to receive a drivers license as required by NRS 483.348 to 483.349 and NAC 483.280 to 483.415 or as determined by the department under NAC 483.330 (7). The series may contain; Medical reports, correspondence, notes, and physicians statement certifying the disability.

Retention: Retain for a period of seven (7) years from the expiration, suspension or revocation of the license.

Disposition: Destroy Securely

### **2005116 Drivers License Records**

Reviewed: 05/11/2011

Description: These records documents the issuance of, modifications to, and use of drivers' licenses. The record series may include, but is not limited to: Applications with supportive documentation; Physical exams and driving tests with associated records; Personal identifying data including legal name, address, contact information, etc.; Copies of convictions, insurance data, police reports, complaints, etc.; Related correspondence.

Retention: Retain these records for a period of fifty-five (55) calendar years from the date of suspension, revocation or expiration of the license.

Disposition: Destroy Securely

### **2000072 Incomplete Title File**

Reviewed: 07/22/2009

Description: This record series is used to correct erroneous title information and is held pending corrective action. The files may contain, but are not limited to: Previous owner's title; Bills of sale; Junk certificate (which has no VIN); Associated documentation; Related correspondence.

Retention: Retain these records for a period of three (3) calendar years if the missing or erroneous information is not received or corrected. When all proper information is received, this record series will become part of the Vehicle Title File. The hard copy may be disposed of 90 days after conversion to an electronic media (a security backup copy is required in accordance with NRS 239.051).

Disposition: Destroy Securely

### **2009026 Insurance Verification System**

Reviewed: 10/19/2011

Description: These records are used to validate motor vehicle insurance (See NRS 485.185, 485.313 to 485.318 and NAC 485.150 to 485.190). These records may be used to impose vehicle registration and driver's license suspensions and to impose fees and fines in order to reinstate vehicle registration (See Section 2 of SB 323, 2011 Legislative Session). The record may contain, but is not limited to: Insurance company data; Vehicle owner data; Verifying data; Fees and fines records; Related data.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the data pertains.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2002137 Lien Notices - Vehicles**

Reviewed: 04/11/2012

Description: This record series documents the receipt of notification to the DMV of upcoming lien sales of specific vehicles required by NRS 108.310 (1)(b). The files may contain: copy of notification of lien sale from lien holder with related notes.

Retention: Retain this record series for a period of ninety (90) days from receipt of the notice.

Disposition: Destroy

### **2002059 Problem Driver Pointer System Daily Transaction Report**

Reviewed: 10/08/2003

Description: This record series administers the process of verifying and correcting data entered into the computer system dealing with problem driver pointer system. This system verifies whether a person is eligible to be licensed, and the computer printout is used to check and verify the data in the computer system. The files consist of the computer generated report "Problem Driver Pointer System Daily Transaction Report (MGPD 2500 job number 11580)" with associated notes and memos.

Retention: Retain this record series for a period of ninety (90) days from the date printed out.

Disposition: Destroy

### **2014207 Real ID Act Validation Documentation**

Reviewed: 09/10/2014

Description: These records contain documentation used to validate identification for a driver's license or identification card under the federal Real ID Act (see 6 CFR Part 37.11). The files may contain, but are not limited to, evidence of lawful status in the U.S.

Retention: Retain these records for a period of ten (10) calendar years from the date of issuance for a driver's license or identification card.

Disposition: Destroy Securely

### **1995012 Refunds/Fees**

Reviewed: 10/08/2003

Description: This record series applies to any registration fee that is refunded. May contain a copy of registration, military veteran exemption, supporting documents showing reason for refund, refund application form, etc. File is maintained in alphabetic sequence by name of registered owner.

Retention: Retain this record series for a period of three (3) fiscal years from the fiscal year to which the records pertain.

Disposition: Destroy Securely

### **2001039 Returned Registration Renewals**

Reviewed: 10/08/2003

Description: This record series documents the motor vehicle registration notices sent out by DMV that were returned by the postal system as undeliverable. The record series consists of the envelope with the enclosed renewal notice.

Retention: Retain this record series for a period of thirty (30) days from the date the letter was returned.

Disposition: Destroy Securely



## State of Nevada Central Services Division

Version Date: 9/10/2014

### 2002105 Sealed Records

Reviewed: 05/11/2011

Description: This record series contains the documents ordered sealed by a court of record in accordance with state and federal laws (for example, see NRS 62.370-380, NRS 179.245 to 179.301). The record series may contain, but is not limited to: Court orders; Records ordered sealed; Related correspondence.

Retention: Retain these records for a period of fifty-five (55) calendar years from the order sealing the records.

Disposition: Destroy Securely

### 1995013 Special Permits/Fees

Reviewed: 10/08/2003

Description: This record series contains copies of special permits issued which also serve as a receipt if a fee is charged for the permit. Contains: Driveway Permits (RD-110), In-State Movement Permits (RD-109), Parade Permits (RD-44).

Retention: Retain this record series for a period of three (3) fiscal years from the fiscal year in which the permit was issued.

Disposition: Destroy Securely

### 2002061 Special Plates Records

Reviewed: 01/03/2014

Description: This record series administers and documents the issuance of special license plates. The files may consist of application forms, computer verification reports, receipts and similar documents.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the special plate was issued.

Disposition: Destroy

### 2002067 Undercover Driver License Files

Reviewed: 09/08/2010

Description: This record series administers and documents the process of issuing undercover driver licenses (See NRS 483.340 (2)). It also documents the return of the licenses at the end of the investigation or when the holder is pulled off the investigation (See NAC 483.700). The files may consist of, but are not limited to: Applications with associated documentation; Receipt of license; Returned license; Related correspondence.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the license was issued.

Disposition: Destroy Securely

### 2005011 Undercover Vehicle Registration Files

Reviewed: 09/08/2010

Description: This record series administers and documents the process of issuing undercover vehicle registrations (See NRS 483.340 (2)). The files may consist of, but are not limited to: Applications with associated documentation; Copy of the vehicle registration; Documentation of license plate and stickers issued; Related correspondence.

Retention: Retain this record series for a period of three (3) calendar years from the calendar year in which the registration was cancelled.

Disposition: Destroy Securely

## State of Nevada Central Services Division

Version Date: 9/10/2014

### **2002062 Vehicle Registration Files**

Reviewed: 01/11/2012

Description: This record series documents the registration of vehicles in Nevada by the DMV (See NRS 482.215 et seq.). The record series may contain, but is not limited to, information on: Vehicle description and identification number (VIN number); The name/address of registered owner/operator; Information on registration charges; Expiration date.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the data pertains.

Disposition: Destroy Securely

### **2003149 Vehicle Title File**

Reviewed: 09/10/2014

Description: These records document the titling of vehicles in the State of Nevada (See particularly NRS Chapters 481 and 482). The records may contain, but are not limited to: manufacturer's statement of origin, bill of sale, odometer reading, Secure Power of Attorney, and copy of title.

Note: NRS 482.173 (1) requires DMV to retain the original paper Secure Power of Attorney and signed Title documentation for one calendar year.

Retention: Retain these records for a period of twenty (20) calendar years from any change to or transfer of the vehicle title or final disposition of the vehicle.

Disposition: Destroy Securely

### **2002065 Withdrawal Deletes**

Reviewed: 10/08/2003

Description: This record series documents and verifies the daily deletions of withdrawals from drivers license records on the electronic records keeping system of DMV. The files consist of a computer printout called Program 2804 with related notes and memos.

Retention: Retain for a period of three (3) calendar months after its print out date and then dispose of the records.

Disposition: Destroy

## State of Nevada Approved Records Retention and Disposition Schedule

Compliance Enforcement

Schedule ID # 761305

Version Date: 5/8/2019

This version supersedes all previous versions.

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### 2000060 Licensing File

**Description:** These records document the licensing process for entities and individuals as required by the Department of Motor Vehicles. Licensees may include but are not limited to: Body Shops, Brokers, Dealers, Driving Schools, DUI Schools, Emission Control Stations, Emission Inspectors, Garages, Instructors, Salesmen, Traffic Safety Schools, Wrecker, and Salvage Pools. The records may include but are not limited to: license application, personal history questionnaire, surety bond, insurance certificate, city or county business license, corporate documents, associated documentation, and related correspondence.

**Retention:** Retain for three (3) calendar years from the end of the calendar year in which the license expires or is terminated.

**Disposition:** Destroy Securely

## State of Nevada Field Services Division

Version Date: 2/28/2014

### 2003004 Vehicle Registration Files: Field Offices

Reviewed: 01/11/2012

Description: This record series administers the registration of vehicles by field offices in accordance with NRS 482.215. The files may contain, but are not limited to: Signed application for vehicle registration form with supportive documentation; Dealer's report of sale forms; Plates turned in report; Fee record (a printout detailing types of fees, amount of fee, date paid, payment method and similar data); Vehicle inspection certificate; Out of state DMV documents; Affidavit of non-operation\* forms; Original and copies of vehicle registration certificate and receipt; Related correspondence.

Retention: Retain these records for a period of eight (8) calendar years from the end of the calendar year to which the records pertain.

Disposition: Destroy Securely



# State of Nevada Approved Records Retention and Disposition Schedule

## Motor Carrier Division

Version Date: 3/17/2021

This version supersedes all previous versions.

### 1988172 Deposit Listing Records

Description: These records document the daily deposits received from taxpayers. The records may include but are not limited to daily report, associated documentation, and related correspondence (NRS 706.196).

Retention: Retain for three (3) fiscal years from the end of the fiscal year in which payment was received or resolved by the Division.

Disposition: Destroy

### 2003088 Fuel Audit Records

Description: These records document the investigation and audits of special fuel dealers, motor fuel suppliers and interstate audits (49 USC §31701 et seq., NRS 366.150, NRS 706.826). The records may include but are not limited to: receipts, invoices, supporting schedules, mileage reports, shipment and delivery records, tax submittals, associated documentation, and related correspondence.

Retention: Retain for four (4) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2003145 International Fuel Tax Agreement (IFTA)

Description: These records document the receipt, payment, and audit of fuel tax fees from other states in accordance with the International Fuel Tax Agreement (IFTA) (49 USC § 31701 et. Seq., NRS 366 and 706). The records may include but are not limited to: submittal receipts, transmittal documents, computer reports, tax schedules, associated documentation, and related correspondence.

Retention: Retain for five (5) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2003144 International Registration Plan (IRP) Records

Description: These records document the receipt, payment, and audit of apportionment fees from other states in accordance with the International Registration Plan (IRP) (49 USC § 31701 et. Seq., NRS 366 and 706). The records may include but are not limited to: submittal receipts, transmittal documents, computer reports, tax schedules, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the audit was completed.

Disposition: Destroy Securely

### 2001048 Motor Carrier Audit Records

Description: These records document the audits of individual carriers (NRS 366.140 et seq. and NRS 706.196 et seq.). The records may include but are not limited to: worksheets, audit reports, associated documentation, and related correspondence.

Retention: Retain for six (6) calendar years from the end of the calendar year in which the audit was completed.

Disposition: Destroy Securely

### 1988170 Motor Carrier Bond Records

Description: These records document the bonds posted by motor carriers and motor fuel suppliers from the first issuance of a license. The records may include but are not limited to: bond documentation, associated documentation, and related correspondence.

Retention: Retain for three (3) calendar years from the end of the calendar year from the date operations were terminated.

Disposition: Destroy

### 2001047 Motor Carrier Master Files

Description: These records document the activity of the Motor Carrier Division, including licensing, renewals, taxes, bonds and insurance (NRS 366.140, 366.150 et seq., NRS 365.130 et seq., NRS 706.196 et seq., and NRS 482). The records may include but are not limited to: applications for license, license renewals, copies of audit reports, copies of Motor Carrier Quarterly Fuel Tax reports, bond and insurance information, associated documentation, and related correspondence.

Retention: Retain for six (6) calendar years from the end of the calendar year in which the registration or renewal was due.

Disposition: Destroy Securely

**Motor Carrier Division**

Version Date: 3/17/2021

**This version supersedes all previous versions.**

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**1988174 Motor Carrier Permits**

Description: These records document the sales of each officer or vendor who sells temporary permit licenses (NRS 706.791). The records may include but are not limited to: summary, yellow copy of permit by Department Field Office, associated documentation, and related correspondence.

Retention: Retain for three (3) calendar years from the end of the calendar year in which the permit license is issued.

Disposition: Destroy

**1998064 Motor Vehicle Fuel Tax Collection and Distribution Statistical Report**

Description: These records document the collection and distribution of motor vehicle fuel taxes (NRS 706.791). The records may include but are not limited to: Motor Vehicle Fuel Tax Collection and Distribution Statistical Report, reports from motor fuel distributors, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the report is finalized.

Disposition: Permanent: Transfer to State Archives

**1998056 Motor Vehicle Fuel Tax Refund Records**

Description: These records document the refund of taxes collected from the sale of fuels for motor vehicles and aircraft. The records may include but are not limited to: applications for refund, registration forms, renewal memos and listings, vouchers payable, billing statements, reissues of warrants, daily activity listings, associated documentation, and related correspondence.

Retention: Retain for six (6) fiscal years from the end of the fiscal year in which the refund was processed.

Disposition: Destroy

## Attachment CC, Exhibit 2 - OpenText Document Classes and Fields

### AppXtender Document Classes and Fields

APPID	APP NAME	COL NUM	COL DESC	COL WIDTH	DATA TYPE ID	DATA TYPE
20	VEHICLES	1	NAME	50	0	Text
20	VEHICLES	2	VIN	50	0	Text
20	VEHICLES	3	TITLE #	50	0	Text
20	VEHICLES	4	PLATE #	10	0	Text
20	VEHICLES	5	LIEN HOLDER	50	0	Text
20	VEHICLES	6	DOC TYPE	21	11	List User-defined
20	VEHICLES	7	INDEX TYPE	2	11	List User-defined
20	VEHICLES	8	SUB TYPE	27	11	List
20	VEHICLES	9	REPORT NAME	30	0	Text
20	VEHICLES	10	BATCH NAME	50	0	Text
20	VEHICLES	11	EMPLOYEE ID	4	1	Integer
20	VEHICLES	12	ROLL	10	0	Text Decimal/Numeri
20	VEHICLES	13	FRAME	8	2	c
21	DRIVERS	1	NAME	50	0	Text
21	DRIVERS	2	DL#	18	0	Text
21	DRIVERS	3	DOB	10	3	Date
21	DRIVERS	4	SSN	11	6	SSN User-defined
21	DRIVERS	5	DOC TYPE	20	11	List User-defined
21	DRIVERS	6	INDEX TYPE	52	11	List
21	DRIVERS	7	WITHDRAWL TYPE	6	0	Text
21	DRIVERS	8	CASE/CITATION #	30	0	Text
21	DRIVERS	9	CITE DATE	10	3	Date
21	DRIVERS	10	ACCOUNT CODE	4	1	Integer
21	DRIVERS	11	REPORT NAME	30	0	Text
21	DRIVERS	12	BATCH NAME	60	0	Text
21	DRIVERS	13	EMPLOYEE ID	4	0	Text
21	DRIVERS	14	ROLL	10	0	Text Decimal/Numeri
21	DRIVERS	15	FRAME	8	2	c
22	TITLES_RETURNED_MAIL	1	VIN	18	0	Text
22	TITLES_RETURNED_MAIL	2	TITLE #	12	0	Text
22	TITLES_RETURNED_MAIL	3	NAME	50	0	Text
22	TITLES_RETURNED_MAIL	4	DATE STAMP	10	3	Date
22	TITLES_RETURNED_MAIL	5	BATCH NAME	40	0	Text
22	TITLES_RETURNED_MAIL	6	EMPLOYEE ID	5	1	Integer

23	ADDRESS_CHANGES	1	DLN	20	0	Text
23	ADDRESS_CHANGES	2	NAME	50	0	Text
23	ADDRESS_CHANGES	3	DOB	10	3	Date
23	ADDRESS_CHANGES	4	SSN	11	6	SSN
23	ADDRESS_CHANGES	5	DATE STAMP	10	3	Date
23	ADDRESS_CHANGES	6	BATCH NAME	30	0	Text
23	ADDRESS_CHANGES	7	EMPLOYEE ID	5	1	Integer
23	ADDRESS_CHANGES	8	ROLL	8	0	Text
23	ADDRESS_CHANGES	9	FRAME	8	2	Decimal/Number
23	ADDRESS_CHANGES					c
24	MC_SUPPLIER_TAX_RETURNS	1	ACCOUNT NAME	60	0	Text
24	MC_SUPPLIER_TAX_RETURNS	2	ACCOUNT NUMBER	10	0	Text
24	MC_SUPPLIER_TAX_RETURNS	3	MONTH AND YEAR	5	0	Text
24	MC_SUPPLIER_TAX_RETURNS	4	SCANNED BY	30	0	Text
25	MC_FUEL_USER_TAXRETURNS	1	ACCOUNT NUMBER	10	0	Text
25	MC_FUEL_USER_TAXRETURNS	2	ACCOUNT NAME	60	0	Text
25	MC_FUEL_USER_TAXRETURNS	3	DATE QUARTER	19	0	Text
25	MC_FUEL_USER_TAXRETURNS	4	FEIN	30	0	Text
25	MC_FUEL_USER_TAXRETURNS	5	DOC TYPE	2	11	User-defined List
25	MC_FUEL_USER_TAXRETURNS	6	SCANNED BY	30	0	Text
26	MC_MC45_REFUND	1	ACCOUNT NAME	50	0	Text
26	MC_MC45_REFUND	2	PERIOD BEGIN DATE	10	0	Text
26	MC_MC45_REFUND	3	PERIOD END DATE	10	0	Text
26	MC_MC45_REFUND	4	ACCOUNT NUMBER	20	0	Text
26	MC_MC45_REFUND	5	FEIN	30	0	Text
26	MC_MC45_REFUND	6	SCANNED BY	30	0	Text
27	MC_LICENSING_FILES	1	ACCOUNT NAME	50	0	Text
27	MC_LICENSING_FILES	2	ACCOUNT NUMBER	20	0	Text
27	MC_LICENSING_FILES	3	DATE	8	0	Text
27	MC_LICENSING_FILES	4	SCANNED BY	30	0	Text
28	MC_TRANSMITTALS	1	TRANSMITTAL TYPE	20	11	User-defined List
28	MC_TRANSMITTALS	2	STATE	6	0	Text
28	MC_TRANSMITTALS	3	PERIOD BEGIN DATE	8	0	Text
28	MC_TRANSMITTALS	4	PERIOD END DATE	8	0	Text
28	MC_TRANSMITTALS	5	SCANNED BY	30	0	Text
29	MC_PIPELINE_REPORTS	1	COMPANY	32	11	User-defined List
29	MC_PIPELINE_REPORTS	2	DATE	5	0	Text
29	MC_PIPELINE_REPORTS	3	SCANNED BY	30	0	Text
31	MC_GAS_TAX_REFUND_APP	1	ACCOUNT NAME	50	0	Text



31	MC_GAS_TAX_REFUND_APP	2	FEIN	10	0	Text
31	MC_GAS_TAX_REFUND_APP	3	ACCOUNT NUMBER	10	0	Text
31	MC_GAS_TAX_REFUND_APP	4	SCANNED BY	30	0	Text
32	MC_SUPPLIER_LIC_FILES	1	ACCOUNT NAME	50	0	Text
32	MC_SUPPLIER_LIC_FILES	2	ACCOUNT NUMBER	10	0	Text
32	MC_SUPPLIER_LIC_FILES	3	SCANNED BY	30	0	Text
33	MC_COMPLETED_AUDITS	1	ACCOUNT NAME	50	0	Text
33	MC_COMPLETED_AUDITS	2	ACCOUNT NUMBER	10	0	Text
33	MC_COMPLETED_AUDITS	3	AUDIT TYPE	10	0	Text
33	MC_COMPLETED_AUDITS	4	SCANNED BY	30	0	Text
37	MC_TRANSPORTERS_EXPORTERS	1	ACCOUNT NAME	50	0	Text
37	MC_TRANSPORTERS_EXPORTERS	2	ACCOUNT NUMBER	10	0	Text
37	MC_TRANSPORTERS_EXPORTERS	3	DATE	5	0	Text
37	MC_TRANSPORTERS_EXPORTERS	4	FEIN	20	0	Text
37	MC_TRANSPORTERS_EXPORTERS	5	DOC TYPE	11	11	List
37	MC_TRANSPORTERS_EXPORTERS	6	SCANNED BY	30	0	Text
38	MC_LETTERS	1	ACCOUNT NUMBER	10	0	Text
38	MC_LETTERS	2	ACCOUNT NAME	100	0	Text
38	MC_LETTERS	3	DEPARTMENT	9	11	List
38	MC_LETTERS	4	SCANNED BY	30	0	Text
39	MC_REFUNDS	1	ACCOUNT NAME	100	0	Text
39	MC_REFUNDS	2	ACCOUNT NUMBER	10	0	Text
39	MC_REFUNDS	3	DATE	5	0	Text
39	MC_REFUNDS	4	DOC TYPE	2	11	List
39	MC_REFUNDS	5	SCANNED BY	30	0	Text
40	TITLES_CORRESPONDENCE	1	VIN	30	0	Text
40	TITLES_CORRESPONDENCE	2	DATE	10	3	Date
40	TITLES_CORRESPONDENCE	3	BATCH NAME	50	0	Text
41	MC_HEARING_FILES	1	CARRIER NAME	150	0	Text
41	MC_HEARING_FILES	2	ACCOUNT NUMBER	50	0	Text
41	MC_HEARING_FILES	3	YEAR FILED	4	0	Text
41	MC_HEARING_FILES	4	DEPARTMENT	25	11	List
41	MC_HEARING_FILES	5	SCANNED BY	50	0	Text
42	MC_VENDOR_PAYMENTS	1	VENDOR NAME	100	0	Text
42	MC_VENDOR_PAYMENTS	2	PERIOD BEGINNING	10	3	Date
42	MC_VENDOR_PAYMENTS	3	PERIOD ENDING	10	3	Date
42	MC_VENDOR_PAYMENTS	4	SCANNED BY	50	0	Text

43	MC_ACCOUNT_CODE_ADJUSTMENT	1	CARRIER #	5	1	Integer
43	MC_ACCOUNT_CODE_ADJUSTMENT	2	FISCAL YEAR	4	1	Integer
43	MC_ACCOUNT_CODE_ADJUSTMENT	3	ORIGINAL TRANSACTION DATE	10	3	Date
43	MC_ACCOUNT_CODE_ADJUSTMENT	4	DOC TYPE	12	11	User-defined List
44	MC_STATS	1	SECTION	50	0	Text
44	MC_STATS	2	REPORT TYPE	9	11	User-defined List
44	MC_STATS	3	REPORT DATE	38	0	Text
44	MC_STATS	4	SCANNED BY	30	0	Text
45	MC_LEGISLATIVE_SESSION	1	DOC TYPE	21	11	User-defined List
45	MC_LEGISLATIVE_SESSION	2	YEAR	4	1	Integer
45	MC_LEGISLATIVE_SESSION	3	SCANNED BY	25	0	Text
46	MC_TRANSPORT_TOPICS	1	DATE	10	3	Date
46	MC_TRANSPORT_TOPICS	2	SCANNED BY	25	0	Text
47	MC_REPORTS	1	REPORT TYPE	32	11	User-defined List
47	MC_REPORTS	2	DATE	10	3	Date
47	MC_REPORTS	3	SCANNED BY	25	0	Text
48	MC_PERMITS	1	PERMIT TYPE	13	11	User-defined List
48	MC_PERMITS	2	PERMIT #	20	0	Text
48	MC_PERMITS	3	ACCOUNT #	30	0	Text
48	MC_PERMITS	4	VIN #	35	0	Text
48	MC_PERMITS	5	PLATE #	10	0	Text
48	MC_PERMITS	6	NAME	50	0	Text
48	MC_PERMITS	7	PERMIT DATE	10	3	Date
48	MC_PERMITS	8	SCANNED BY	25	0	Text
49	SPECIAL_PLATES	1	NAME	50	0	Text
49	SPECIAL_PLATES	2	PLATE #	10	0	Text
49	SPECIAL_PLATES	3	LETTER DATE	8	3	Date
49	SPECIAL_PLATES	4	DOB	10	3	Date
49	SPECIAL_PLATES	5	BATCH NAME	50	0	Text
49	SPECIAL_PLATES	6	EMPLOYEE ID	6	1	Integer
50	CI_RETURNED_DLS	1	NAME	50	0	Text
50	CI_RETURNED_DLS	2	DL#	50	0	Text
50	CI_RETURNED_DLS	3	BATCH NAME	50	0	Text
50	CI_RETURNED_DLS	4	EMPLOYEEID	4	1	Integer
50	CI_RETURNED_DLS	5	ROLL	15	0	Text
50	CI_RETURNED_DLS	6	FRAME	9	2	Decimal/Numeri c

51	REGISTRATION	1	NAME	100	0	Text
51	REGISTRATION	2	PLATE NUMBER	8	0	Text
51	REGISTRATION	3	VIN	20	0	Text
51	REGISTRATION	4	TECH NUMBER	5	1	Integer
51	REGISTRATION	5	DOB	10	3	Date
51	REGISTRATION	6	EMPLOYEE ID	5	1	Integer
51	REGISTRATION	7	BATCH NAME	50	0	Text
51	REGISTRATION	8	ROLL	12	0	Text Decimal/Numeri
51	REGISTRATION	9	FRAME	12	2	c
52	SEALED_RECORDS	1	NAME	100	0	Text
52	SEALED_RECORDS	2	DOB	10	3	Date
52	SEALED_RECORDS	3	DL	15	0	Text
52	SEALED_RECORDS	4	TECH NUMBER	5	1	Integer
52	SEALED_RECORDS	5	BATCH NAME	50	0	Text
52	SEALED_RECORDS	6	EMPLOYEE ID	10	1	Integer
52	SEALED_RECORDS	7	ROLL	15	0	Text Decimal/Numeri
52	SEALED_RECORDS	8	FRAME	10	2	c
53	MC_SUPPLIER_AMENDED_TAX_RETURNS	1	ACCOUNT NAME	60	0	Text
53	MC_SUPPLIER_AMENDED_TAX_RETURNS	2	ACCOUNT NUMBER	10	1	Integer
53	MC_SUPPLIER_AMENDED_TAX_RETURNS	3	MONTH AND YEAR	5	0	Text
53	MC_SUPPLIER_AMENDED_TAX_RETURNS	4	SCANNED BY	50	0	Text
54	MC_GPS_RECORDS	1	NAME	100	0	Text
54	MC_GPS_RECORDS	2	ACCOUNT NUMBER	10	0	Text
54	MC_GPS_RECORDS	3	SCANNED BY	50	0	Text
55	OBL_LICENSES	1	LICENSE NUMBER	20	0	Text
55	OBL_LICENSES	2	NAME	80	0	Text User-defined
55	OBL_LICENSES	3	DOC TYPE	64	11	List
56	OBL_OCCUPATIONAL_LICENSES	1	LICENSE NUMBER	30	0	Text
56	OBL_OCCUPATIONAL_LICENSES	2	NAME	80	0	Text User-defined
56	OBL_OCCUPATIONAL_LICENSES	3	DOC TYPE	59	11	List
57	MC_TS_REPORTS	1	REPORT ID	20	0	Text
57	MC_TS_REPORTS	2	REPORT NAME	100	0	Text
57	MC_TS_REPORTS	3	START DATE	11	3	Date
57	MC_TS_REPORTS	4	END DATE	11	3	Date
57	MC_TS_REPORTS	5	ACCOUNT #	20	0	Text
57	MC_TS_REPORTS	6	FEIN	20	0	Text
58	_FORMS	1	FORM NAME	12	0	Text

58	_FORMS	2	FORM TYPE	5	11	User-defined List
58	_FORMS	3	FORM UNITS	2	11	User-defined List
58	_FORMS	4	TOP OFFSET	6	2	Decimal/Numeri c
58	_FORMS	5	LEFT OFFSET	6	2	Decimal/Numeri c
58	_FORMS	6	CPI	6	2	Decimal/Numeri c
58	_FORMS	7	LPI	6	2	User-defined c
58	_FORMS	8	ORIENTATION	9	11	List
58	_FORMS	9	RESIZE RATIO X	6	2	Decimal/Numeri c
58	_FORMS	10	RESIZE RATIO Y	6	2	Decimal/Numeri c
59	CDL_MEDICAL	1	INDIVIDUAL ID	20	0	Text User-defined
59	CDL_MEDICAL	2	DOC TYPE	20	11	List
59	CDL_MEDICAL	3	DATE SCANNED	11	3	Date
60	TITLES-DEALER_TRANSMITTALS	1	DEALERS NAME	50	0	Text
60	TITLES-DEALER_TRANSMITTALS	2	DATE	11	3	Date
60	TITLES-DEALER_TRANSMITTALS	3	BATCH NAME	50	0	Text
61	OHV_VEHICLES	1	NAME	50	0	Text
61	OHV_VEHICLES	2	VIN	50	0	Text
61	OHV_VEHICLES	3	TITLE #	50	0	Text
61	OHV_VEHICLES	4	LIEN HOLDER	50	0	Text
61	OHV_VEHICLES	5	DATE	11	3	Date User-defined
61	OHV_VEHICLES	6	DOC TYPE	21	11	List User-defined
61	OHV_VEHICLES	7	INDEX TYPE	2	11	List
61	OHV_VEHICLES	8	BATCH NAME	50	0	Text
61	OHV_VEHICLES	9	EMPLOYEE ID	5	1	Integer
62	OHV_TRANSMITTALS	1	DEALERS NAME	100	0	Text
62	OHV_TRANSMITTALS	2	DATE	11	3	Date
62	OHV_TRANSMITTALS	3	BATCH NAME	50	0	Text
63	_RETENTION_TEST	1	FILENAME	50	0	Text
63	_RETENTION_TEST	2	DOCUMENT DATE	11	3	Date
64	SOURCE_DOCUMENTS	1	INDIVIDUAL ID	20	0	Text User-defined
64	SOURCE_DOCUMENTS	2	DOC TYPE	8	11	List
64	SOURCE_DOCUMENTS	3	TRANSACTION DATE	11	3	Date
65	MC_MC413_REFUNDS	1	ACCOUNT NAME	50	0	Text
65	MC_MC413_REFUNDS	2	PERIOD BEGIN DATE	10	0	Text



65	MC_MC413_REFUNDS	3	PERIOD END DATE	10	0	Text
65	MC_MC413_REFUNDS	4	ACCOUNT NUMBER	20	0	Text
65	MC_MC413_REFUNDS	5	FEIN	30	0	Text
65	MC_MC413_REFUNDS	6	SCANNED BY	30	0	Text
66	OHV_REJECT_LETTERS	1	NAME	60	0	Text
66	OHV_REJECT_LETTERS	2	VIN	30	0	Text
66	OHV_REJECT_LETTERS	3	SCANDATE	11	3	Date
67	ELT_LIENHOLDERS	1	LIENHOLDER NAME	60	0	Text
67	ELT_LIENHOLDERS	2	LIENHOLDER NUMBER	10	0	Text
67	ELT_LIENHOLDERS	3	DATE	11	3	Date
68	MOTOR_VOTERS	1	DATE	11	3	Date
68	MOTOR_VOTERS	2	NAME	100	0	Text
68	MOTOR_VOTERS	3	DLN	20	0	Text
68	MOTOR_VOTERS	4	DOB	11	3	Date
68	MOTOR_VOTERS	5	REF#	20	0	Text
68	MOTOR_VOTERS	6	SCAN_DATE	11	3	Date
69	MC_TXI_CLOSED_ACCOUNTS	1	ACCOUNT NAME	60	0	Text
69	MC_TXI_CLOSED_ACCOUNTS	2	ACCOUNT NUMBER	5	1	Integer User-defined
69	MC_TXI_CLOSED_ACCOUNTS	3	ACCOUNT TYPE	15	11	List
69	MC_TXI_CLOSED_ACCOUNTS	4	SCANNED BY	20	0	Text
70	MC_STATISTICAL_DISTRIBUTION	1	MM-YYYY	7	0	Text
70	MC_STATISTICAL_DISTRIBUTION	2	SCANNED BY	15	0	Text

# File360 Document Classes and Fields

APP ID	APP NAME	FLD ID	FLD NAME	DTY ID	TYPE	LENGT H	LFDN R	DISP TYP
1	DMV/PS AP (old IBS)	1001	Voucher #	6	String Field	20	1	E
1	DMV/PS AP (old IBS)	1002	Invoice #	6	String Field	20	2	E
1	DMV/PS AP (old IBS)	1003	Vendor #	6	String Field	30	3	E
1	DMV/PS AP (old IBS)	1004	Budget	6	String Field	30	4	E
1	DMV/PS AP (old IBS)	1005	FY	6	String Field	5	5	E
1	DMV/PS AP (old IBS)	1010	PYDOCNUMBER	6	String Field	12	6	E
2	NDI	1001	Voucher #	6	String Field	20	1	E
2	NDI	1002	Invoice #	6	String Field	20	2	E
2	NDI	1003	Vendor #	6	String Field	30	3	E
2	NDI	1004	Budget	6	String Field	30	4	E
2	NDI	1005	FY	6	String Field	5	5	E
2	NDI	1006	GL	6	String Field	4	6	E
2	NDI	1016	Invoice Date	6	String Field	8	7	E
2	NDI	1021	Account Number NDI Account	6	String Field	12	8	E
2	NDI	1023	Number	6	String Field	14	9	E
4	DMV Accounts Payable	1001	Voucher #	6	String Field	20	1	E
4	DMV Accounts Payable	1002	Invoice #	6	String Field	20	2	E
4	DMV Accounts Payable	1003	Vendor #	6	String Field	30	3	E
4	DMV Accounts Payable	1004	Budget	6	String Field	30	4	E
4	DMV Accounts Payable	1005	FY	6	String Field	5	5	E
4	DMV Accounts Payable	1006	GL	6	String Field	4	6	E
4	DMV Accounts Payable	1016	Invoice Date	6	String Field	8	7	E
6	PAYROLL	1009	PYBUDGET	6	String Field	4	1	E
6	PAYROLL	1010	PYDOCNUMBER	6	String Field	12	2	E
6	PAYROLL	1011	PYEMPID	6	String Field	5	3	E
6	PAYROLL	1012	PYPAYPERIOD	6	String Field	2	4	E
6	PAYROLL	1013	PYFISCALYEAR	6	String Field	2	5	E
6	PAYROLL	1014	PYLNNAME	6	String Field	30	6	E
6	PAYROLL	1015	PYFINITIAL	6	String Field	1	7	E
6	PAYROLL	1119	PYDOCTYPE	6	String Field	2	8	E
7	Insurance Verification Program	1017	License Plate Number	6	String Field	12	1	E
7	Insurance Verification Program	1018	Vehicle Identificati Incident Begin	6	String Field	25	2	E
7	Insurance Verification Program	1019	Date	6	String Field	10	3	E
7	Insurance Verification Program	1020	Last Name	6	String Field	50	4	E
7	Insurance Verification Program	1025	LicExpDate	6	String Field	10	5	E

Insurance Verification 7 Program	1026	Name	6	String Field	45	6	E
Insurance Verification 7 Program	1027	Incident End Date	6	String Field	10	7	E
Insurance Verification 7 Program	1028	VIN	6	String Field	25	8	E
12 IVP_03	1018	Vehicle Identificati License Plate	6	String Field	25	1	E
12 IVP_03	1017	Number	6	String Field	12	2	E
12 IVP_03	1019	Incident Begin Date	6	String Field	10	3	E
12 IVP_03	1020	Last Name	6	String Field	50	4	E
13 IVP_Certifieds	1018	Vehicle Identificati License Plate	6	String Field	25	1	E
13 IVP_Certifieds	1017	Number	6	String Field	12	2	E
13 IVP_Certifieds	1019	Incident Begin Date	6	String Field	10	3	E
13 IVP_Certifieds	1020	Last Name	6	String Field	50	4	E
13 IVP_Certifieds	1029	Vol_ID	6	String Field	45	5	E
14 IVP_Postcards	1028	VIN	6	String Field	25	1	E
14 IVP_Postcards	1017	License Plate Number	6	String Field	12	2	E
14 IVP_Postcards	1025	LicExpDate	6	String Field	10	3	E
14 IVP_Postcards	1020	Last Name	6	String Field	50	4	E
14 IVP_Postcards	1080	Vehicle Access #	6	String Field	10	5	E
14 IVP_Postcards	1081	Mailed Date	9	Date Field Date Time	0	6	M,\$\$DATEL\$\$;3;... M,\$\$DATETIMEL\$\$
14 IVP_Postcards	1082	Scanned Date	8	Field	0	7	;3;...
14 IVP_Postcards	1083	Verified Flag	6	String Field	1	8	L,19
14 IVP_Postcards	1084	Unverified Flag	6	String Field	1	9	L,20
14 IVP_Postcards	1085	Action Code	6	String Field	2	10	L,21
14 IVP_Postcards	1086	Batch ID	6	String Field	50	11	E
26 IVP_Closings	1028	VIN	6	String Field	25	1	E
26 IVP_Closings	1017	License Plate Number	6	String Field	12	2	E
31 Bad Debt	1050	Bad Check ID	6	String Field	38	1	E
31 Bad Debt	1051	Check Amount	6	String Field	10	2	E
31 Bad Debt	1052	Reg Number	6	String Field	10	3	E
31 Bad Debt	1053	Drivers License	6	String Field	15	4	E
31 Bad Debt	1054	Disposition Code	6	String Field	3	5	E
31 Bad Debt	1055	First Name	6	String Field	20	6	E
31 Bad Debt	1056	BD Last Name	6	String Field	30	7	E
32 BAD_DEBT	1050	Bad Check ID	6	String Field	38	1	E
32 BAD_DEBT	1051	Check Amount	6	String Field	10	2	E
32 BAD_DEBT	1052	Reg Number	6	String Field	10	3	E

32	BAD_DEBT	1053	Drivers License	6	String Field	15	4	E
32	BAD_DEBT	1054	Disposition Code	6	String Field	3	5	E
32	BAD_DEBT	1055	First Name	6	String Field	20	6	E
32	BAD_DEBT	1056	BD Last Name	6	String Field	30	7	E
34	IVP Reports	1059	Report Name	6	String Field	10	1	E
34	IVP Reports	1060	Date	9	Date Field	8	2	M,\$\$DATE\$\$;3;_
35	REVENUE Credit Cards	1061	Super Tran ID #	6	String Field	10	1	E
35	REVENUE Credit Cards	1060	Date	9	Date Field	8	2	M,\$\$DATE\$\$;3;_
35	REVENUE Credit Cards	1062	Office/Location	6	String Field	50	3	L,15
35	REVENUE Credit Cards	1063	Acct #	6	String Field	4	4	E
35	REVENUE Credit Cards	1064	Amount	11	Currency Field	0	5	M,\$\$MONEY\$\$;3;_
35	REVENUE Credit Cards	1065	Technician	6	String Field	4	6	E
36	BUDGET_old	1070	_FY1	6	String Field	2	1	E
36	BUDGET_old	1071	_BUDGET1	6	String Field	4	2	E
36	BUDGET_old	1067	_WP1	6	String Field	10	3	E
36	BUDGET_old	1068	_R1 RUN DATE	6	String Field	10	4	E
36	BUDGET_old	1069	_OTHER1	6	String Field	40	5	E
37	IVP Web Denial	1028	VIN	6	String Field	25	1	E
37	IVP Web Denial	1017	License Plate Number	6	String Field	12	2	E
38	Personnel Services - Medical	1072	Social Security No	6	String Field	9	1	E
38	Personnel Services - Medical	1073	Internal ID	6	String Field	9	2	E
38	Personnel Services - Medical	1026	Name	6	String Field	45	3	E
38	Personnel Services - Medical	1074	Subject Matter	6	String Field	10	4	L,16
38	Personnel Services - Medical	1075	Claim Number	6	String Field	20	5	E
38	Personnel Services - Medical	1076	Date of Record	9	Date Field	0	6	M,\$\$DATEL\$\$;3;_
38	Personnel Services - Medical	1077	Form Type	6	String Field	10	7	L,17
38	Personnel Services - Medical	1078	Misc	6	String Field	50	8	E
38	Personnel Services - Medical	1079	Retention Date	9	Date Field	0	9	M,\$\$DATEL\$\$;3;_
39	IVP_Postcards (new)	1028	VIN	6	String Field	25	1	E
39	IVP_Postcards (new)	1017	License Plate Number	6	String Field	12	2	E
39	IVP_Postcards (new)	1025	LicExpDate	6	String Field	10	3	E
39	IVP_Postcards (new)	1020	Last Name	6	String Field	50	4	E
39	IVP_Postcards (new)	1080	Vehicle Access #	6	String Field	10	5	E



			Long Integer			
40	BUDGET	1087	_FY	3	Field	0 1 E
40	BUDGET	1088	_BUDGET	6	String Field	10 2 L,022
40	BUDGET	1089	_WP	6	String Field	10 3 E
40	BUDGET	1090	_VERSION	6	String Field	10 4 L,023
40	BUDGET	1091	_DEC UNIT	6	String Field	100 5 E
40	BUDGET	1092	_OTHER	6	String Field	255 6 E
42	BAD DEBT	1093	Bad Debt No Driver's License	6	String Field	10 1 E
42	BAD DEBT	1095	No	6	String Field	15 2 E
42	BAD DEBT	1096	Plate No Super Transaction	6	String Field	8 3 E
42	BAD DEBT	1097	No	6	String Field	12 4 E
42	BAD DEBT	1028	VIN	6	String Field	25 5 E
42	BAD DEBT	1099	Business Name	6	String Field	255 6 E
42	BAD DEBT	1100	FirstName	6	String Field	50 7 E
42	BAD DEBT	1101	LastName	6	String Field	50 8 E
42	BAD DEBT	1103	STATUS INDIVIDUAL	6	String Field	10 9 L,24
42	BAD DEBT	1110	NAME	6	String Field	100 10 E
43	INSURANCE\SI COMPANIES	1102	NAIC	6	String Field	5 1 E
43	INSURANCE\SI COMPANIES	1099	Business Name	6	String Field	255 2 E
43	INSURANCE\SI COMPANIES	1104	Year	6	String Field	4 3 E
43	INSURANCE\SI COMPANIES	1105	Packet Type	6	String Field	10 4 L,26
44	REVENUE RECOVERY	1106	BAD DEBT ID DRIVERS LICENSE	3	Long Integer Field	0 1 E
44	REVENUE RECOVERY	1107	NO	6	String Field	25 2 E
44	REVENUE RECOVERY	1108	PLATE NO	6	String Field	10 3 E
44	REVENUE RECOVERY	1109	SUPER TRANS ID INDIVIDUAL	3	Long Integer Field	0 4 E
44	REVENUE RECOVERY	1110	NAME CHECK WRITER	6	String Field	100 5 E
44	REVENUE RECOVERY	1111	NAME	6	String Field	100 6 E
44	REVENUE RECOVERY	1112	TITLE NO BUSINESS LICENSE	6	String Field	12 7 E
44	REVENUE RECOVERY	1113	NO	6	String Field	12 8 E
44	REVENUE RECOVERY	1114	CED CASE NO	6	String Field	13 9 E
44	REVENUE RECOVERY	1103	STATUS	6	String Field	10 10 L,24
44	REVENUE RECOVERY	1116	BD DOC TYPE	6	String Field	20 11 L,27
44	REVENUE RECOVERY	1117	BUSINESS NAME	6	String Field	255 12 E
44	REVENUE RECOVERY	1028	VIN	6	String Field	25 13 E

## ATTACHMENT DD INSURANCE SCHEDULE

### **INSURANCE REQUIREMENTS:**

For purposes of this Attachment DD, "Contract" means "Agreement" as defined above and "Contractor" applies to Carahsoft and "Box" is applied to Box, Inc. as defined above. Both Box and Contractor must comply with the requirements outlined in this Attachment DD.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor and/or Box from liabilities that might arise out of the performance of the work under this contract by the Contractor or Box, their agents, representatives, employees or subcontractors and Contractor and Box are free to purchase additional insurance as may be determined necessary.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor and Box shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage

General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of [the Contractor (or Box)]".

#### **2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the *Contractor [or Box]*, including automobiles owned, leased, hired or borrowed by the *Contractor [or Box]*".

- b. The policy may not include owned vehicles for so long as the policyholder does not own any vehicles.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### 4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor and Box warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

### 5. Network Security (Cyber) and Privacy Liability

Per Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

- a. The Contractor and Box shall maintain a cyber-liability insurance policy with liability limits in the amount of \$10,000,000 to protect any and all State data the Contractor and Box receives as part of the project covered by this agreement. If the Contractor and/or Box contracts with a third-party to host any of the State data the Contractor and/or Box receives as part of the project covered by this agreement, then the Contractor and/or Box shall include a requirement for cyber liability insurance as part of the contract between the Contractor and/or Box and the third-party in so far as records contain any of the State's data.

- b. The Contractor and/or Box shall include in its contract with any such third-party a provision requiring the State has the right to audit any and all records of the third party in so far as these records contain any of the State's data (as applicable). The cyber liability insurance shall cover, at a minimum, expenses related to the management of a data breach incident caused by an act or omission in breach of such party's obligations herein, the investigation, recovery and restoration of lost data, data subject notification, call management, credit checking for data subjects, legal costs, and regulatory fines.

For the avoidance of doubt, with respect to the Box Service, all records containing State data are Content as defined in the Agreement, and the State can exercise its audit right solely by retrieving the Content and information regarding such Content in the Administrative Console.

- c. Except as otherwise required by law, Contractor and/or Box shall provide notice of the incident involving State data to the State only. The State shall then give notice to the person or entity whose data may have been involved, to regulatory agencies, and to other entities as appropriate. This procedure is adopted for the purpose of promoting clarity of reporting and avoiding confusion and double reporting. Nothing herein prevents a party from providing notice of an incident to its other affected customers so long as such notice does not identify the State or State data as being affected by the incident.
- d. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to the State under law or equity, the Contractor and/or Box shall reimburse the State in full for providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract. The Contractor and/or Box shall also reimburse the State in full for all costs caused by Contractor and/or Box that the State incurs in its offering of 2 years credit monitoring to each person whose data were compromised.
- e. The retroactive coverage date shall be no later than the effective date of this contract.
- f. Contractor and/or Box shall maintain an extended reporting period for not less than two (2) years after termination of this contract.
- g. For the avoidance of doubt, a policy may contain both Technology E&O/Professional Liability and Network Security (Cyber) and Privacy Liability coverage. In such instance the per claim/occurrence and aggregate limit requirements are not cumulative.

**B. ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the lesser of (a) full limits of liability required of the Contractor hereunder or (b) one million (\$1,000,000) dollars, even if those limits of liability are in excess of those required by this Contract.



1. On insurance policies where the State of Nevada is named as an additional insured, the Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:**

Contractor and/or Box shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

Department of Motor Vehicles  
Attn: DMV Contract Manager  
ContractManager@dmv.nv.gov  
555 Wright Way  
Carson City, Nevada, 89711

Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

Notwithstanding the above, Contractor and/or Box is not required to provide such notice if a policy is cancelled as part of a change of coverage in the normal course of business (e.g. vendor change) or broker and is promptly replaced by another compliant policy.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor and/or Box from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:**

Contractor and/or Box shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Department of Motor Vehicles  
Attn: DMV Contract Manager  
mailto: ContractManager@dmv.nv.gov  
555 Wright Way  
Carson City, Nevada, 89711

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

**F. SUBCONTRACTORS:**

Contractors' and/or Box certificate(s) shall include coverage for Contractor's and/or Box's subcontractors providing services under this Agreement. All coverages for such subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:**

Any modification or variation from the insurance requirements in Attachment DD of this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action. The State shall provide written notice to the affected party and Contractor and/or Box may object to these changes within thirty (30) days of its receipt. Upon objection Contractor and/or Box and the State shall negotiate in good faith to amend this Attachment DD to permit them to continue their contractual relationship in compliance with any such amended requirements prior to such change taking affect. However, if Contractor and/or Box and the State are not able, after negotiating in good faith, to reach agreement on a required amendment, the State may terminate the Agreement in whole or in part by giving notice at least ninety (90) days prior to the termination date specified in such notice.

**ATTACHMENT EE  
BOX SERVICE AGREEMENT**

(v06102020US)

This Box Service Agreement is entered into by and between Box, Inc. ("Box") and the Nevada Department of Motor Vehicles ("Agency"). Box and Agency are sometimes referred to herein individually as a "Party" and together as the "Parties."

This Agreement is effective and Agency agrees to be bound by its terms upon execution by Agency of the initial Order for the Box Service ("Agreement Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Definitions**

**"Account(s)"** means the User account(s) created by a User for itself or on behalf of Agency (including all accounts created by or for Agency's Administrators, Managed Users, or External Users) to use the Box Service.

**"Administrator(s)"** means a person designated by Agency to have an Account with the authority to utilize the Administrative Console(s) to create and manage Accounts associated with Agency.

**"Administrative Console"** means the functionality within the Box Service that allows Agency to manage User access, security and other administrative functionality for Accounts.

**"Agreement"** means this Box Service Agreement (including its Exhibits) together with all Orders and addenda which are entered into between Box and Agency.

**"API"** means the application-programming interfaces used by Agency to access certain functionality as provided by Box.

**"Box Personnel"** means Box's employees, agents, consultants, contractors and Subprocessors.

**"Box Reseller"** means an entity that has entered into an agreement with Box that, among other things, authorizes the entity to resell the Box Service and, if applicable, provide certain services.

**"Box Service"** means the cloud-based content collaboration software-as-a-service application provided by Box (including any Box Software) and subscribed to under an Order.

**"Box Software"** means optional software provided by Box for installation on a User's device or accessed by Users from the Agency's or User's software, hardware or other device(s) that allows a User to use certain functionality in connection with features of the Box Service.

**"Content"** means the electronic files uploaded by Users into Agency's Box Service account.

**"Agency Domain"** means any and all internet domains registered, owned or controlled by Agency and which are associated with an email address used by one or more Users to register an Account.

**"Data Protection Legislation"** means the laws and regulations of the United States, European Union, the European Economic Area and/or their member states, Switzerland and/or United Kingdom applicable to the Processing of Agency Personal Data under this Agreement, including the General Data Protection Regulation 2016/679.

**"External User(s)"** means a person who is permitted to access, store, retrieve or manage Content with a Managed User, and whose account was registered using an email address that is not associated with a Agency Domain.

**"Malware"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Managed User(s)"** means a person who is permitted to access, store, retrieve or manage Content, and is associated with a Agency Domain.

**"Order"** means the separate executed document(s) under which Agency subscribes to the Box Service, products or services pursuant to this Agreement and which has been agreed to in writing by the Parties or has been agreed to between Agency and Box Reseller.

**"Personal Data"** means any information relating to an identified or identifiable individual.

**"Process(ing)"** means any operation or set of operations which is performed upon Agency's information, including Content and Agency Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Service Level Commitments"** means the service level commitments set forth in Exhibit A.

**"Subprocessor"** means any third party engaged by Box and/or its affiliates to Process Agency information, including Content, for the purposes of providing the Box Service.

**"Subscription Period"** means the duration of Agency's subscription to the Box Service commencing on the service start date of the Order and continuing for the period up to the service renewal date or end date as specified in the applicable Order.

**"Support Services"** has the meaning set forth in Exhibit A.

**"Term"** has the meaning set forth in Section 3 of the Service Agreement.

**"User(s)"** means, collectively, any Administrator, Managed User or External User.

**"User Guide"** means Box's then-current published document specifying the functionality of the Box Service that is made generally available by Box to its customers or its users.



## Section 2. Access and Use of the Box Service

### 2.1 Access Grants.

**2.1(a) Box Service Subscriptions.** Subject to the terms and conditions of this Agreement Box shall: (i) make the Box Service available to Agency during the applicable Subscription Period; (ii) allow Administrator(s) to access and use the Administrative Console to create and administer Accounts registered to Agency; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service in accordance with the subscription plan and quantities purchased under the applicable Order. Agency's ability to use the Box Service and deploy Accounts is subject to the limits of the applicable Order and product feature matrix ("**Order Limit**"). For the avoidance of doubt, Accounts for (x) Managed Users and (y) External Users which are deployed, created or directly managed by a Agency Administrator each count towards Agency's Order Limit. Box may restrict or limit Agency's ability to deploy additional Accounts above the Order Limit.

**2.1(b) API Access.** Subject to the terms and conditions of this Agreement, Agency shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any application used by or on behalf of Agency for the sole purpose of accessing the Box Service or accessing certain functionality of the Box Service, provided that such access is limited to the amount of API calls purchased by Agency in the applicable Order.

**2.1(c) Overages.** During the Subscription Period, Box may provide Agency with a report identifying the number of Accounts (or other usage) that, at any time, exceeds the Order Limit, and Box (or Box Reseller, if applicable) may provide Agency with an Order for the additional required purchases ("**Expansion Service Order**"). Agency shall promptly (but in any event within fourteen (14) days of receiving such report) either: (i) execute the Expansion Service Order; (ii) increase the Order Limit through an alternate purchase method provided by Box (e.g. the "Add Seats" function in the Administrative Console, if available to Agency); or (iii) permanently delete the excess Accounts or other applicable activity.

**2.2 Acceptable Use of the Box Service.** Agency's use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the product feature matrix and fair use policy). Agency agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Agency agrees that it is solely responsible for Users and Content. Agency agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability; (d) in any manner that is likely to damage, disable, overburden, or impair the Box Service, or interfere in any way with the use or enjoyment of the Box Service by others; (e) to knowingly introduce any Malware or other malicious activity in User Account(s); or (f) in violation of any applicable export law or regulation.

**2.3 Suspension of User Access to Service.** Box may suspend a User's Account or remove or disable any Content which Box reasonably and in good faith believes is in violation of this Agreement or any applicable laws or regulations. For the avoidance of doubt, Box's right to suspend a User's Account or remove or disable access to Content is on a User-basis and does not extend to Agency's entire User base. Box agrees to provide Agency with reasonable notice of any such removal, suspension, or disablement before its implementation unless immediate removal, suspension, or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Box Service or any third party, in which case Box will notify Agency to the extent allowed by applicable law of such removal, suspension, or disablement, as soon as reasonably practicable thereafter.

**Section 3. Non-Box Applications and Services.** Agency or Users may choose to use optional third-party applications, services or products, which are licensed by their provider to Agency or Users, ("Third-Party Products") in connection with the Box Service. Agency acknowledges that if Agency chooses to use any Third-Party Products that Box makes available in connection with the Box Service, Box will give effect to Agency's instruction as needed and as it relates to Agency use of such Third-Party Products. Agency's use of any Third-Party Products and any exchange of any information between Agency and a third-party provider of a Third-Party Product is solely between Agency and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability whatsoever for Agency's or User's use of any Third-Party Products.

**Section 4. Content Security; Data Privacy**

**4.1 Security.** During the Term of this Agreement, Box will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures to protect against unauthorized access to Content. Such security program will conform to the Box Security Exhibit attached hereto as Exhibit B. Box's Service Organization Control 1 ("SOC1") and Service Organization Control 2 ("SOC2") Type II audit reports (or substantially similar industry-standard reports) (collectively referred to as "Audit Reports") further describe Box's safeguards and measures. Box will maintain the Audit Reports during the Term and will provide a copy to Agency once per year upon Agency's written request. During the Term, Box will not materially diminish the overall protection provided by the controls set forth in Exhibit B and the recent Audit Reports in effect as of the Agreement Effective Date.

**4.2 Content Storage Location.** The Box Service is provided from the United States and Content is stored in the United States. Notwithstanding the foregoing, Agency understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) Processing information outside of the United States by Box. Box has certain products and features that enable storage and/or Processing of Content outside of the United States and those products or features shall be subject to separate terms and conditions as may be agreed to between the Parties. No Content shall be stored outside of the United States except with prior written approval by Agency.

**4.3 Data Protection and Onward Transfer of Data.** In the course of providing the Box Service, Box may Process Personal Data that is in Content ("Agency Personal Data") on behalf of Agency and, in such event, Agency instructs Box to Process Agency Personal Data: (a) to provide the Box Service (in accordance with the features and functionality of the Box Service); (b) to enable User initiated actions on the Box Service; (c) as set forth in the Agreement or applicable Order; and (d) as further documented by a mutually agreed upon written instruction given by Agency and accepted by Box. The Parties agree to comply with the applicable Data Protection Legislation (as defined below) for onward transfer of Agency Personal Data. Box will maintain, during the Subscription Period, a legally recognized method for onward transfer of Agency Personal Data such as Binding Corporate Rules for Processors, (each as defined under Data Protection Legislation) or other substantially similar mechanism as may be required by applicable law.

**Section 5. Agency Responsibilities**

**5.1 Establishment of Accounts.** Agency will promptly appoint an Administrator for the Administrative Console and such Administrator shall be responsible for: (a) configuring the settings of the Box Service, (b) managing any Agency devices and systems, (c) assigning and managing of User Accounts, (d) reviewing service notifications that Box provides through the Administrative Console, and (e) enforcing and managing User access controls and permissions in accordance with Agency's own policies and applicable law and regulations. Agency will ensure that Managed Users do not share their password with any other person or permit any other person to log on as such Managed User. If an External

User directly managed by Agency belongs to a third party which controls that External User's email address, and such third party establishes a direct relationship with Box, then Box may require the transfer of such External User into that third party's Box Service account.

**5.2 Content.** Agency will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content complies with the terms of this Agreement and all applicable laws and regulations; (c) promptly handle and resolve any notices and claims relating to the Content (e.g. take-down notices pursuant to the Digital Millennium Copyright Act); and (d) ensure that it has the rights to the Content in order to grant Box the rights contemplated by this Agreement. Notwithstanding anything to the contrary, Box has no liability to Agency or any third party for any reason as a result of: (i) any unauthorized disclosure or access to a User's Account or Content as a result of Agency's or a User's misuse of the Box Service or loss or theft of any User password or username, except to the extent resulting from Box's negligence or willful misconduct; (ii) any deletion, destruction, damage or loss of Content caused by or at the direction of Agency or a User; or (iii) any failure of Agency to maintain adequate security or virus controls in any devices used to access the Box Service.

**5.3 Notification of Unauthorized Use.** Agency will promptly notify Box in writing of any unauthorized use of any Account, Content or the Box Service that comes to Agency's attention. In the event of any such unauthorized use by a third party that obtains access to the Box Service directly or indirectly through Agency or any User, Agency will take all steps within Agency's control as reasonably necessary to terminate such unauthorized use and will provide Box with such cooperation and assistance related to any such unauthorized use as Box may reasonably request.

**Section 6. Support and Service Level Commitments.** Exhibit A to this Agreement sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period.

## **Section 7. Warranty and Disclaimer**

**7.1 Box Service Warranty.** Box warrants that, during the Subscription Period, the Box Service purchased under the applicable Order will perform substantially in accordance with the functions specified in the User Guide when used in a manner that conforms to the terms and conditions of this Agreement and the User Guide. Subject to the notice and cure provisions of Section 12b of the Service Agreement (Termination for Cause due to Box's Breach), Agency's sole and exclusive remedy and Box's entire liability for a breach of this warranty shall be for Box to use commercially reasonable efforts to modify the Box Service to substantially perform the functions specified in the User Guide. If Box is unable to restore such material functionality, Subject to the notice and cure provisions of Section 12b of the Service Agreement (Termination for Cause due to Box's Breach), Agency shall be entitled to terminate the applicable Order and receive a pro-rated refund of the fees pre-paid by Agency for the corresponding unused portion of the Subscription Period. The warranties set forth herein are made to and for the benefit of Agency only.

### **7.2 Reserved**

**7.3 Disclaimer of Warranties.** EXCEPT AS PROVIDED IN THIS SECTION 7 AND SECTION 9.3 (CONSULTING SERVICES WARRANTY), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; (C) THAT THE BOX SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE



OF HARMFUL COMPONENTS; AND (D) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

## **Section 8. Proprietary Rights**

**8.1 Content Ownership by Agency.** As between Agency and Box, Agency or its licensors own all right, title and interest in and to the Content. Agency hereby grants Box the right to Process Content solely to provide the Box Service to Agency or any User or pursuant to this Agreement.

**8.2 Ownership of Box Service by Box.** As between Box and Agency, Box or its licensors own and reserve all right, title and interest in and to, including any improvements or derivatives, the Box Service, the Box marks and other items used to provide the Box Service, other than the access rights expressly granted to Agency in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Agency or any User pursuant to this Agreement. All rights not expressly granted to Agency are reserved by Box. Box reserves the right, in its reasonable discretion and with notice to Agency, to change or require Agency to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Agency may obtain through the Box Service. In the event that Agency makes suggestions regarding any features, functionality or performance that Box adopts for any of its products including the Box Service (expressly excluding Agency Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to Box, and shall become the sole and exclusive property of Box.

## **Section 9. Training or Consulting Services**

**9.1 General Terms.** Agency may wish to receive certain services of a professional, educational, operational or technical nature (collectively, "**Consulting Services**"), as further described in a mutually agreed upon Statement of Work ("SOW") or as otherwise outlined in the applicable Order. Each SOW will include, at a minimum: (a) a description of the Consulting Services and any Box Materials (as defined below) to be provided to Agency; and (b) the scope of the Consulting Services.

**9.2 Box Materials.** Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "**Box Materials**") Box may provide to Agency as part of the Consulting Services (including any intellectual property rights therein, but excluding any Agency Confidential Information and Agency logos and trademarks that may be included in the Box Materials, collectively, "**Agency Property**"). Box shall have the right to use any such Agency Property solely for the purpose of providing the Consulting Services to Agency as set forth in the SOW. During the Term of the Agreement, Box hereby provides Agency with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Agency's internal operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Box Tools**") used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the Box Tools used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Agency, on the same terms as the Box Materials.

**9.3 Consulting Services Warranty.** In regard to Consulting Services only, Box warrants that: (a) Box and any Box Personnel, that provides and performs Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Agency in a professional and workmanlike manner. If through no fault or delay of Agency the Consulting Services do not conform to the foregoing warranty, and Agency notifies Box in writing within seven (7) days of Box's delivery of



the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Agency.

**Section 10. Reserved**

**Section 11. Reserved**

**Section 12. Reserved**

**Section 13. Reserved**

**Section 14. Reserved**

**Section 15. Miscellaneous**

**15.1 Contractual Relationship.** The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

**15.2 Anti-Bribery.** Agency agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Box Personnel in connection with this Agreement. Agency will use reasonable efforts to promptly notify Box at [legalops@box.com](mailto:legalops@box.com) should Agency learn of any violation of this restriction.

**15.3 References.** During the Term of the Agreement, Box may reference Agency as a Box customer in sales and marketing materials and public statements, subject to Agency's trademark and logo usage guidelines as provided to Box. Agency may send Box an email to [stories@box.com](mailto:stories@box.com) if it does not wish to be used as a reference.

**15.4 Ambiguities.** Each Party has participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**15.6 Nonwaiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

**15.7 Assignment.** Agency will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or any part of this Agreement or its rights hereunder without the prior written consent of Box. Any attempted assignment or transfer by Agency without such consent shall be void and of no effect. Box may assign this Agreement (or Order) without obtaining Agency's consent: (a) to an affiliate of Box; or (b) in connection with a successor in interest in a merger, reorganization or a sale of all or substantially all of the assets of Box. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

**15.9 Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**15.10 [Reserved]**

**15.11 Third-Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.

**15.12 Force Majeure.** In the event that a Party is prevented or restricted from performing, is unable to perform, or is delayed in performing any of its obligations under this Agreement due to any cause beyond the reasonable control of such Party (including, without limitation, war, terrorism, fire, earthquake, flood, hurricane, riots, acts of God, epidemics/pandemics, extraordinary governmental action, labor union strikes, internet service provider failures or delays, denial of service attacks, or other similar causes) ("Force Majeure Event") the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such Force Majeure Event. A Force Majeure Event does not relieve a Party from its payment obligations under the Agreement. The affected Party agrees to use commercially reasonable efforts to address and mitigate the impact of such Force Majeure Event and continue performance to the extent reasonably possible under the circumstances. For the avoidance of doubt, Agency understands that the Box Service may not be provided in countries listed on the Office of Foreign Assets Control sanction list and that Agency's access to the Box Service may be restricted in such countries and such prohibitions shall not constitute a Force Majeure Event.

**15.13 Government Users.** If Agency is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Agency acknowledges that elements of the Box Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## EXHIBIT A

### Support Services and Service Level Commitments

#### Section 1. Definitions.

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

**"Business Response Credit"** means the credit that may be available to a Agency that has subscribed to the Business Services under the applicable Order and as specified Response Times below.

**"Downtime"** means any period during which the Agency is unable to access the Box Service, as measured at the Box network by industry standard tools, due to an Issue which prevents the majority of Agency Users from accessing Content, expressly excluding Scheduled Downtime.

**"Issue"** means a single, reproducible issue or problem affecting the functionality of the Box Service for Agency.

**"Enhanced Response Credit"** means the credit that may be available to a Agency that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Response Times below.

**"Enhanced SLC Credit"** means the credit that may be available to a Agency that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Service Level Commitments below.

**"Support Services"** means telephone, email or web-based assistance in the resolution of Issues reported by Agency to Box. Available Support Services are:

**"Standard Support Services"** which is included the Agency's purchase of the Box Service;

**"Business Services"** which is purchased by the Agency and identified under the applicable Order; or

**"Premier Services"** or **"Platinum Services"** (together, **"Enhanced Support Services"**) which are purchased by the Agency and identified under the applicable Order.

**"Scheduled Downtime"** means a scheduled time period in which the Box Service is unavailable for use, and upon notice to Agency where practical.

**"Uptime Percentage"** means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in such calendar month, divided by the total number of minutes in such calendar month.

#### Section 2. Support Services.

**2.1 Support Services.** During the Subscription Period, Box will provide to Agency the applicable Support Services. If Agency has not purchased Business Services or one of the Enhanced Support Services, then Standard Support Services will be provided. Support Services do not include: (a) physical installation or removal of the Box Software and any User Guides; (b) visits to Agency's site; (c) any professional services associated with the Box Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design; (d) training; or (e) the set-up, configuration and use of the Box Service.

Box's obligations do not extend to any ongoing test or training instances of the Box Service provided to Agency or Downtime, Issues or errors that are caused by:

- (i) Third-party hardware or software;

Attachment EE

- (ii) Use of the Box Service in violation of the terms of the Agreement;
- (iii) Use of the Box Service other than in accordance with any User Guide or the express instructions of Box; or
- (iv) A Force Majeure Event as defined in the Agreement.

**2.2 Case Prioritization.** When contacting Box for support, Agency will assign a priority to the Issue in accordance with the table below. Box will provide an acknowledgement of a reported Issue to Agency and a support agent will provide a response within the target timeframes specified for the applicable support level ("Response"). Upon review of the Issue, and following Box's initial response to the Agency, Box may change the case prioritizations in accordance with the following descriptions:

**Level 1 – Urgent:** An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.

**Level 2 – High:** An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.

**Level 3 – Normal:** An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.

**Level 4 – Low:** An Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

**2.3 Standard Services Response Times.** If Agency has Standard Support Services, Box will use commercially reasonable efforts to meet the following target Response Times during the hours/days, as outlined below.

**Support Hours:** 6AM – 6 PM Agency local time, Monday – Friday

**Support Language:** English

**Support Access Method:** Web/Email

**Support Response Method:** Web/Email

**Number of Support Requests:** Unlimited

**Response Times:**

**Level 1 – Urgent:** Within 4 business hours

**Level 2 – High:** Within 8 business hours

**Level 3 – Normal:** Within 1 business day

**2.4 Business Services Response Times.** If Agency has purchased Business Services, Box will respond in accordance with the Response Times below. If Box fails to meet the response times, Agency may be entitled to a response time credit as outlined below ("Business Response Time Credit"):

**Support Response Hours:** 24 hours/day, 365 days/year

**Support Language:** English

**Support Access Method:** Web/Phone/Email

**Support Response Method:** Web/Phone/Email

**Number of Support Requests:** Unlimited



**Response Times:**

- Level 1 – Urgent:** Within 2 hours
- Level 2 – High:** Within 4 hours
- Level 3 – Normal:** Within 4 hours
- Level 4 – Low:** Greater than 4 hours

**2.5 Enhanced Support Services Response Times.** If Agency has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below (for cases submitted in English). If Box fails to meet the response times, Agency may be entitled to a response time credit as outlined below ("Enhanced Response Time Credit"). The below response times apply to cases submitted in English.

**Support Response Hours:** 24 hours/day, 365 days/year  
**Support Language:** English or local language (based on availability)  
**Support Access Method:** Web/Phone/Email  
**Support Response Method:** Web/Phone/Email  
**Number of Support Requests:** Unlimited  
**Response Times:**

- Level 1 – Urgent:** Within 1 hour
- Level 2 – High:** Within 2 hours
- Level 3 – Normal:** Within 2 hours
- Level 4 – Low:** Greater than 2 hours

**2.6 Business Services and Enhanced Support Services Response Time Credits.** If Agency has purchased Business Services or one of the Enhanced Support Services and Box fails to meet the applicable Response Times associated with Business Services or Enhanced Support Services, Agency may be entitled to a response time credit as outlined below ("Response Time Credit").

**Response Time Credits:** Agency will be eligible to receive a Response Time Credit, provided that:

- (a) Agency has purchased Business Services or one of the Enhanced Support Services;
- (b) Agency has opened a support ticket for an Issue; and
- (c) Box fails to meet the response times for Level 1 and Level 2 support tickets three (3) times during the given calendar month;

Collectively, a "Response Credit Event".

In the event that Agency incurs a Response Credit Event, Agency will receive a Response Time Credit of fifteen (15%) percent of the fees paid by Agency for the applicable Business Support Service or Enhanced Support Service for the month the Response Credit Event occurred. The Response Time Credit will be calculated on a straight-line, pro-rated basis with respect to any fees paid in advance. Notwithstanding anything to the contrary, in no event will the total amount of Response Time Credits exceed the applicable Business Services or Enhanced Support Services fees paid by Agency for the corresponding month. For clarity, for the purpose of calculating Response Time Credits, calendar months are calculated based on US Pacific Time Zone.

The Response Time Credit is Agency's sole and exclusive remedy for any failure by Box to meet any response time performance obligations pertaining to the Box Service as set out in this Exhibit A.

Agency is not eligible to receive Response Time Credits during any period of time when payments owed

are past due.

For Agency Orders placed through Box, Response Time Credits will be issued by Box, as determined in its sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Agency orders placed through a Box Reseller, Response Time Credits, if any, will be issued as provided in the applicable agreement between Agency and Box Reseller.

### Section 3. Service Level Commitments

**3.1. Standard Support Services.** If Agency has Standard Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.2. Business Services.** If Agency has purchased Business Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

**3.3 Enhanced Support Services.** If Agency has purchased one of the Enhanced Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%. If Box fails to meet the Uptime Percentage Agency will receive Enhanced SLC Credits as follows:

Uptime Percentage	Enhanced SLC Credit Percentage
Less than 99.9% but equal to or more than 99.8%	5%
Less than 99.8% but equal to or more than 99.7%	10%
Less than 99.7% but equal to or more than 99.6%	15%
Less than 99.6% but equal to or more than 99.5%	20%
Less than 99.5% but equal to or more than 99.4%	25%
Less than 99.4% but equal to or more than 99.3%	30%
Less than 99.3% but equal to or more than 99.2%	35%
Less than 99.2% but equal to or more than 99.1%	40%
Less than 99.1% but equal to or more than 99.0%	45%
Less than 99.0%	50%

Agency purchasing one of the Enhanced Support Services will be eligible to receive SLC Credits provided that:

- Agency has reported an Issue related to a Downtime event by filing a ticket with Box support within fifteen (15) days of the Downtime event; and
- once Agency receives the Uptime Percentage report provided by Box and confirms Uptime Percentage as below 99.9% in the month the issue was experienced, Agency has provided Box a written claim request for Enhanced SLC Credits within fifteen (15) days of the date of uptime percentage report.

The Enhanced SLC Credits will be equal to the SLC Credit percentage multiplied by the fees paid by Agency for the Box Service that are attributable to the corresponding calendar month (calculated on a straight line, pro-rated basis with respect to any fees paid in advance) and then pro-rated for based on affected Users. Notwithstanding anything to the contrary, in no event will the total amount of Enhanced SLC Credits, if any, exceed the fees paid by Agency for the Box Service in the corresponding month. For clarity, for the purpose of calculating Enhanced SLC Credits, calendar months are calculated based on US Pacific Time Zone. The Enhanced SLC Credit is Agency's sole and exclusive remedy for any failure by

Box to meet any service level obligations pertaining to the Box Service as set out in this Exhibit A. Agency is not eligible to receive Enhanced SLC Credits during any period of time when payments owed are past due.

For Agency Orders placed through Box, Enhanced SLC Credits will be issued by Box, as determined in Box's sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Agency orders placed through a Box Reseller, Enhanced SLC Credits, if any, will be issued as provided in the applicable agreement between Agency and the Box Reseller.

**EXHIBIT B****Box Security Exhibit**

**Section 1. Purpose.** This Security Exhibit sets forth the information security program and operation policies that Box will maintain in order to protect Agency's Content from unauthorized use, access or disclosure, while Box is in possession of Agency's Content.

**Section 2. Information Security Management System.** Box will maintain throughout the Term of the Agreement a comprehensive information security management system (the "ISMS") which includes administrative, technical and physical safeguards designed to: (a) protect and secure Content from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of Agency's Content. The ISMS will be documented and kept current by Box based on changes to industry standard information security practices and legal and regulatory requirements applicable to Box.

**Section 3. Standards.** Box's ISMS will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SSAE 18, SOC1, SOC2).

**Section 4. Independent Assessments.** On an annual basis, Box has an independent, suitably qualified third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other comparable assessment at its sole discretion (e.g. ISO 27001 Certification,) and Box will provide a copy of such assessment to Agency upon Agency's written request to Box. Box also undergoes at least an annual penetration test from independent, suitably qualified third parties, and Box will provide Agency with an executive summary of the most recent penetration test results upon Agency's written request to Box.

**Section 5. Information Security Policies.** As part of the ISMS, Box will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Box Personnel, including both technical and non-technical Box Personnel, who have direct or indirect access to Content in connection with providing the Box Service. Box's information security policies provide for continual assessment and re-assessment of the risks to the security of the Box Service, including: (a) identification of internal and external threats that could result in a Security Breach (as defined below); (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of Content; and (c) assessment of the sufficiency of the policies, procedures and information systems of Box, and other arrangements in place, to control risks. Additionally, Box's information security policies address appropriate protection against such risks. Box's information security policies shall, at a minimum, include:

- (i) organization of information security
- (ii) asset management
- (iii) human resources security
- (iv) physical and environment security
- (v) communications and operations management
- (vi) access control
- (vii) information systems acquisition
- (viii) development and maintenance



- (xi) information security incident management
- (xii) business continuity management

## **Section 6. Information Security Operations.**

**6.1 Access Controls.** In accordance with the ISMS, Box shall maintain appropriate access controls (physical, technical, and administrative), which shall include the following as applicable:

### **6.1(a) Box Service Access Controls.**

**6.1(a)(i) Physical Access Controls.** Box will implement the following suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment used to process Content:

- (a) Access authorizations for Box Personnel and third parties;
- (b) Keycards and passes;
- (c) Restrictions on keys;
- (d) Appropriate requirements for third parties;
- (e) Identifying of the persons having authorized access;
- (f) Protection and restriction of entrances and exits;
- (g) Establishing security areas especially for deliveries and handover;
- (h) Securing the building (security alarm system, supervision by guards).

**6.1(a)(ii) Technical Access Controls.** Box will implement the following suitable measures to prevent unauthorized reading, copying alteration or removal of the data media, unauthorized input into memory and reading/alteration/deletion of Content:

- (a) Access authorization requirements;
- (b) Identification of workstation and / or the users accessing Box systems;
- (c) Automatic disablement of user IDs after multiple erroneous passwords entered;
- (d) Logging of events and activities (including monitoring of break-in attempts);
- (e) Issuing and safeguarding of identification codes;
- (f) Dedicated workstations for users;
- (g) Authenticating authorized persons;
- (h) Use of encryption where deemed appropriate by Box;
- (i) Separating production and non-prod environments;
- (j) Automatic session log-off of users that have been inactive for a period in excess of thirty (30) minutes;
- (k) Designating areas in which data media may / must be located;
- (l) Designating persons in such areas for authorized handling and removal of data media;
- (m) Controlling the removal of data media;
- (n) Securing the areas in which data media is located;

(o) Controlled and documented destruction of data media.

**6.1(a)(iii) Data Access Controls.** Box commits that Box Personnel entitled to use Box's data processing systems will only access data within the scope and to the extent covered by the respective access permission (authorization). This will be accomplished by:

- (a) Securing workstations;
- (b) Requirements for user authorization driven by need basis;
- (c) Appropriate confidentiality obligations;
- (d) Differentiated access policies based on function and scope (e.g. partial blocking);
- (e) Controlling destruction of data media;
- (f) Deleting remaining data before changing data media;
- (g) Policies controlling the production of backup copies.

**6.1(a)(iv) Transmission Controls.** Box will implement the following suitable measures to secure Content processed through the use of the Box Service:

- (a) Authenticating authorized persons;
- (b) Securing confidential data media;
- (c) Documentation of transfer, retrieval and transmission;
- (d) Encrypting external online transmission.

**6.1(a)(v) Input Control.** Box will provide for the retrospective ability to review and determine the time and the point Content is entered into the Box Service by utilizing electronic recording of data processing.

**6.1(a)(vi) Organizational Controls.** Box will implement the following suitable measures to maintain its internal organization in a manner that meets the requirements of ISMS:

- (a) Maintaining Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for development, testing and release;
- (b) Implementing an emergency/backup contingency plan;
- (c) Implementing a formal Business Continuity and Disaster recovery plan.

**6.1(a)(vii) Control of separation of Content.** Box will implement suitable measures to allow the separate processing of Content which have been collected for different purposes. This will be accomplished by the logical separation of Agency Content from another Agency's content.

**6.2 Encryption.** Box will encrypt Content at rest within the Box Service using an AES algorithm or another industry-recognized cipher that is at least as secure for encryption of Content at rest with a default value of at least 256-bit strength. For Content in transit to and from the Box Service, Box provides encryption that is at least as secure as TLS unless Agency uses a method of transmission or feature which does not support encryption (such as unencrypted FTP, email, etc.).

**6.3 Network and Host Security.** Box has network intrusion detection in place. In accordance with its ISMS, Box uses commercially reasonable efforts to ensure that Box Service operating systems and applications that are associated with Content are patched or secured to mitigate the impact of security

vulnerabilities in accordance with Box's patch management processes and industry standard practices.

**6.4 Data Management.** In accordance with its ISMS, Box has information security infrastructure controls in place for Content obtained, transported, and retained by Box for the provision of the Box Service. Box will, in accordance with its security policies and processes, destroy, delete, or otherwise make irrecoverable Content: (a) following the termination or expiration of the Agreement; and (b) upon the disposal or repurposing of storage media containing Content.

**6.5 Audit Logging and Monitoring.** Box shall implement the following controls for audit logging and monitoring:

**6.5(a) Audit Logging.** Audit logging shall be enabled on systems that contain Agency Content to capture at a minimum the security-related events defined below:

- (i) Account logon (both successful and unsuccessful) and logoff;
- (ii) Failed access attempts;
- (iii) Account lockouts;
- (iv) Elevation of privileges (both successful and unsuccessful), and every use of elevated privileges or actions taken while privilege is elevated;
- (v) Creation, modification and deletion (both successful and unsuccessful) of:
  - (a) Accounts or logon identifiers;
  - (b) Group memberships;
  - (c) Access privileges/attributes for accounts and groups;
  - (d) User rights and permissions.
- (vi) Changes in account or logon identifier status (both successful and unsuccessful);
- (vii) Modifications to, or unauthorized attempts to modify, the security configuration, security function or authorization policy.

**6.5(b) Audit Logs.** Audit logs shall capture, at a minimum, the information for each security-related event defined below:

- (i) User, system or process identifier that triggered the event;
- (ii) Description of the event;
- (iii) Date and time the event occurred (the date and time must be periodically synchronized to ensure it is accurate);
- (iv) Identifier of the system generating the event (e.g. IP address);
- (v) Authorization information associated with the event.

**6.5(C) Audit Log Retention.** Audit logs shall be retained for not less than ninety (90) days. Audit logs shall be protected from accidental or intentional modification or destruction.

**6.6 Physical and Environmental Security.** Box shall:

- (a) Implement physical access control mechanisms (e.g. electronic access control, locks) to ensure only authorized persons can obtain physical access to facilities from which the Box Service is provided;

- (b) Lock and/or have strong access controls in place to control access to all of its data centers, equipment rooms, telecommunication closets and utilities;
- (c) Conduct at least annual inspections of the perimeter and all access control mechanisms to provide assurance that its hardware cannot be easily manipulated or bypassed to gain unauthorized access;
- (d) Establish protocols to protect against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural or man-made disaster at Box facilities and data centers;
- (e) Require any individuals within the facilities are able to be immediately identified (e.g. using identification badges, visual recognition or other means);
- (f) Monitor access/egress points by security staff and/or recorded with security cameras twenty-four (24) hours a day, seven (7) days a week at a facility that contains Agency Content. Security camera recordings shall be stored for no less than sixty (60) days;
- (g) Require unique registry for all visitors and maintain access control logs at data centers.

**6.7 Equipment Security.** Box shall:

- (a) Protect its systems and other equipment to reduce the risk from environmental threats and hazards and opportunities for unauthorized access;
- (b) Protect equipment that is power-dependent from power failures, surges and other electrical anomalies;
- (c) Protect all power, telecommunication and network cabling from unauthorized access and damage;
- (d) Maintain its systems and other equipment to ensure its continued availability and integrity;
- (e) Implement exit procedures to control unauthorized removal of systems and other equipment.

**6.8 Training.** Box shall provide regular training (or require regular training to be provided) to Box Personnel on security and privacy requirements to the extent applicable to their roles. Such training shall occur at least annually and upon initial employment.

**6.9 User Controls.** Notwithstanding the foregoing, Agency understands and agrees that it is responsible for provisioning its Users in appropriate roles within the Box Service with the appropriate levels of access to Content. The Box Service shall enable Agency to configure Agency's Box Service instance. Notwithstanding anything to the contrary in this Security Exhibit, Agency understands and acknowledges that Agency will be solely responsible for implementing and maintaining access and security controls on its own devices and systems.

**Section 7. Security Breach Management.**

**7.1 Notice.** For the purposes of this Agreement, a "Security Breach" means the unauthorized use, access or disclosure of Content. Box will promptly notify Agency of any confirmed Security Breach. Box will cooperate with Agency's reasonable requests for information regarding any such Security Breach, and Box will provide regular updates on the Security Breach and the investigative action and corrective action taken. Notification will be delivered to the Administrator(s) of Agency's Box Service account ("Notification Email Address"). Agency is solely responsible for ensuring that the Notification Email Address associated with Agency's account is current and valid.

**7.2 Remediation.** In the event Box knows or has reason to know of a Security Breach, Box will, at its own expense: (a) investigate the actual or suspected Security Breach; (b) provide Agency with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, upon Agency's written request; (c) remediate the effects of the Security Breach in accordance with such



remediation plan; and (d) reasonably cooperate with Agency and any law enforcement or regulatory official investigating such Security Breach.

**Section 8. Business Continuity and Disaster Recovery.** Box implements and maintains business continuity and disaster recovery capabilities designed to minimize disruption of providing the Box Service to Agency in the event of a disaster or similar event. Box shall review its business continuity and disaster recovery plans on at least an annual basis and update such plans, as needed in accordance with generally accepted industry standards. Further, Box will perform (or have a qualified third party perform) at least annual testing of its business continuity and disaster recovery capabilities and provide to Agency, upon written request, a summary of Box's business continuity and disaster recovery capabilities, including related testing performed during the last year.

**Section 9. Subprocessors.** Box requires that, prior to engaging in any Processing, a Subprocessor must enter into a written Agreement with Box agreeing to meet Box's security and privacy standards. Subprocessors authorized to perform services on behalf of Box shall commit to an appropriate obligation of confidentiality, in no event be less protective than the Agreement. Box, at its sole discretion and in accordance with its vendor management program, will perform periodic vendor assessments for security and privacy. Box will only permit Subprocessors' to access what is necessary to provide the Box Service and any associated services. Box will remain liable for all responsibilities and obligations of Box under the terms and conditions of the Agreement, even if such responsibilities and obligations are performed by Box's Subprocessors. Information regarding current Subprocessors that may Process Content, including Agency Personal Data, can be found on the Box Subprocessor website found here: <https://www.box.com/legal/subprocessors>. This Subprocessor list may be updated from time to time by Box. Agency and its Users may subscribe to updates to this list on the Subprocessor website.

**Section 10. Background Checks.** Where legally permitted and in accordance with local law and custom, Box shall perform the following background checks:

- (a) For US-based employees, on hire, Box's background checks include: SSN Trace, Criminal County Search (7-Year Address History), Multi-State Instant Criminal Check, Nationwide Sex Offender Registry Check, OFAC Check, OIG/GSA Combined Search. Box also uses E-Verify and confirms employment eligibility via the Form I-9 for all employees.
- (b) For Canada-based employees, on hire, Box's background check consists of Canada Criminal Search (CPIC).
- (c) For UK-based employees, on hire, Box performs ID verification, criminal record checks in the UK, credit and address check verification (6 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).
- (d) For Japan-based employees, Box cannot agree to perform any types of background checks as background checks are not permitted by law in Japan.
- (e) For EU-based employees (but not based in the UK), on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers, where legally permitted and in accordance with local law and custom).
- (f) For Australia-based employees, on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(g) For Subprocessors, Box will require that material Subprocessors perform background checks for their personnel performing services for Box in accordance with applicable local laws and customs, to the extent related directly to the Box Service.

**BOX KEYSAFE KMS ADDENDUM**  
(v05302023)

This Box KeySafe key management service ("**KeySafe KMS**") addendum ("**KMS Addendum**") to the underlying service agreement with Box applicable to Customer's use of the Box Service (e.g., the Box Service Agreement) ("**Agreement**") is entered into by and between the Box entity and customer identified on the applicable Order (respectively, "**Box**" and "**Customer**") for Customer's access and use of KeySafe KMS. Box and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**".

**Section 1. Addendum Scope**

The Parties understand and agree that this KMS Addendum covers the use of KeySafe KMS and that this KMS Addendum does not alter the terms of the Agreement unless expressly set forth herein. In case of conflict between this KMS Addendum and the Agreement, the terms and conditions set forth in this KMS Addendum shall control as it applies to Customer's use of KeySafe KMS. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement.

**Section 2. KeySafe KMS**

Subject to the terms and conditions of the Agreement and this KMS Addendum, including the timely payment of all applicable fees, Box hereby grants Customer the right to use KeySafe KMS during the Subscription Period as set forth in the applicable Order. Customer acknowledges and agrees that it is required to purchase one KeySafe KMS account for each Account it purchases for the Box Service.

**Section 3. Customer Responsibilities**

During Customer's use of KeySafe KMS, Customer shall: (a) comply with the then-current technical documentation applicable to KeySafe KMS; and (b) provide Box with information sufficient to enable setup and support for KeySafe KMS, which information includes, but is not limited to encryption key ID, access key and secret access key.

**Section 4. Hosting Partner**

Customer understands and agrees that the functionality of KeySafe KMS requires Customer to contract with a third-party data hosting partner ("**Hosting Partner**"). In order for Customer to use KeySafe KMS, prior to implementation, Customer must separately purchase a license subscription dedicated solely to KeySafe KMS from a Box approved third party Hosting Partner. Box is not responsible for providing any maintenance or support in connection with the Hosting Partner's products or services. Customer's subscription with the Hosting Partner is subject to the service terms for such subscription as agreed upon by the Customer and the Hosting Partner.

**Section 5. Enhanced Support Services**

During any Subscription Period in which Customer uses KeySafe KMS, Customer must purchase Enhanced Support Services from Box.

## Section 6. Revisions to the Agreement

For the purposes of this Addendum and Customer's utilization of KeySafe KMS, the following definitions shall apply notwithstanding any defined term used in the Agreement:

**"Downtime"** means any period during which the Customer is unable to access the Box Service, as measured at the Box network by industry standard tools, because of a Box Service system wide issue preventing access to Content and expressly excluding downtime caused by: (a) Customer's failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS; (b) any period of time under which KeySafe KMS is not available or experiences degradation as a result of required third-party software updates to KeySafe KMS; and iii) any downtime experienced by Hosting Partner.

**"Scheduled Downtime"** means: (a) a scheduled time period in which the Box Service is unavailable for use, and upon notice to Customer where practical; or (b) the standard time period in which the Hosting Partner has provided notice to Customer of such downtime.

## Section 7. Technical Customer Contact

During the Subscription Period, Customer shall ensure it has appropriate technical resources with KeySafe KMS experience (**"Technical Customer Contact"**) such that Customer can provide a 24/7 technical liaison with Box with respect to KeySafe KMS. Customer shall provide Box with the contact information including email and phone number of its Technical Customer Contact(s) and ensure Box is notified immediately should such information change.

## Section 8. Professional Services and Training

Customer understands and agrees that deploying KeySafe KMS requires detailed process design, planning, governance, support and additional training and requires the separate purchase of professional and training services from Box.

## Section 9. Customer Warranties

In addition to the warranties set forth in the Agreement, Customer represents and warrants to Box that Customer has proper rights, access methods, support and permission to any application that will be integrated with the Box Service to enable KeySafe KMS, including but not limited to the Hosting Partner.

## Section 10. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT, BOX EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO HOSTING PARTNER'S PROVISION OF PRODUCTS OR SERVICES.

## Section 11. Disclaimer of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, BOX SPECIFICALLY DISCLAIMS LIABILITY FOR ANY DAMAGES WHATSOEVER ARISING FROM: (A) CUSTOMER'S FAILURE TO MEET ITS OBLIGATIONS WITH RESPECT TO KEYSAFE KMS AS SET FORTH IN THIS KMS ADDENDUM; OR (B) HOSTING PARTNER'S PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION,



**CONTENT BREACHES, CONTENT LOSS OR UNAVAILABILITY AND DOWNTIME.****Section 12. [Reserved]****Section 13. Ownership**

This KMS Addendum does not convey to Customer any rights of ownership in KeySafe KMS and Customer acknowledges Box's intellectual property rights in KeySafe KMS. All right, title, and interest in KeySafe KMS and in any ideas, know-how, and programs which are developed by Box in the course of providing any technical services to Customer, including any enhancements or modifications made to KeySafe KMS, shall at all times remain the property of Box or its licensor.

**Section 14. Functionality**

Customer understands and acknowledges that certain functionality of the Box Service may be limited as a result of implementation of KeySafe KMS as described in the KeySafe KMS technical documentation.

**Section 15. Customer Obligation**

Upon written notice from Box, Customer agrees to provide reasonable support and timely removal of Content that has come to Box's knowledge as including a virus, malware or harmful code, or is illegal or in the event that Box has received a valid process. In the event that such Content is not removed within forty-eight (48) hours of written notification, Box has the right to suspend or disable the specific user account or Customer's account.

**Section 16. Key Rotation**

Box may assist Customer in the implementation of the initial key. If Customer changes the key ("Key Rotation(s)"), Customer will coordinate with Box, and Customer will be solely responsible and liable for any such Key Rotations. Customer acknowledges that if it improperly manages the Key Rotation, then: (a) Customer may not be able to decrypt or otherwise access its Content; and (b) Box will not be able to help Customer decrypt or otherwise access the Content. In no event will Box be responsible or otherwise liable for the Key Rotations or impacts of the Key Rotations.

**Section 17. Post-Termination Obligations**

In the event Customer wishes to discontinue its use of KeySafe KMS but maintain access to Content in the Box Service, Customer understands and acknowledges that it will need to maintain an active account of KeySafe KMS and any applicable subscriptions with Hosting Partner and Box until all Content has been re-keyed (i.e., the process for changing one encryption key to another) to no longer require a Customer-controlled encryption key. Customer understands and acknowledges that in order for Customer to obtain limited access to KeySafe KMS for the purposes of Customer's retrieval of Content following expiration or termination of the Agreement pursuant to the terms of the applicable termination access provision in the Agreement, Customer is required to maintain an active account between Hosting Partner and its Box Service account for that period of time.

CETS#

**ATTACHMENT FF  
VERSAFILE END USER LICENSE AGREEMENT (EULA)**

**VERSAFILE END USER LICENSE AGREEMENT**

This End User License Agreement ("EULA") is agreed to by and between State of Nevada Department of Motor Vehicles ("Licensee"), with its principal place of business at 555 Wright Way, Carson City, Nevada 89711, and VersaFile USA Inc., with its principal place of business located at 506 Second Ave, Suite 1400, Seattle, Washington 98104 ("VersaFile").

**1. GENERAL TERMS**

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE SOFTWARE, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE SOFTWARE; AND
- PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE SOFTWARE WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE.

**2. DEFINITIONS**

**"Authorized Use"** – the specified level at which Licensee is authorized to execute or run the Software, which may be measured by number of users, number of servers, number of SAP users, or other level of use as specified by VersaFile.

**"Object Code"** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

**"Software"** – includes, for all whole or partial copies, the original machine-readable instructions and data, procedures, routines, methods, components, files, and modules including but not limited to supporting materials such as keys and documentation.

**"Exhibit A"** – evidence of Licensee's Authorized to Use. The Exhibit A is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If VersaFile does not provide Licensee with an Exhibit A, then VersaFile may accept as the Exhibit A the original paid sales receipt or other sales record from the party (either VersaFile or its reseller) from whom Licensee obtained the Software, provided that it specifies the Software name and Authorized Use obtained.

**3. GRANT OF LICENSE**

The Software is owned by VersaFile or a VersaFile supplier, and is copyrighted and licensed, not sold.

VersaFile grants Licensee a nonexclusive license to 1) use the Software up to the Authorized Use specified in the Exhibit A, 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that

- a. Licensee has lawfully obtained the Software and complies with the terms of this Agreement;
- c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Software;
- d. Licensee ensures that anyone who uses the Software (accessed either locally or remotely) 1) does so only on Licensee's behalf and 2) complies with the terms of this Agreement;

- e. Licensee does not 1) use, copy, modify, or distribute the Software except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Software, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Software's components, files, modules, audio-visual content, or related licensed materials separately from that Software; or 4) sublicense, rent, or lease the Software.

This license applies to each copy of the Software that Licensee makes.

### **3.2 Term and Termination**

This Agreement is effective until terminated. VersaFile may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement. If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Software. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

### **3. FEES**

Software is licensed hereunder by a subscription license with annual recurring license fees.

### **4. SOFTWARE TRANSFER**

Licensee may transfer the Software and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Software to another party. Licensee may not transfer a portion of 1) the Software or 2) the Software's Authorized Use. When Licensee transfers the Software, Licensee must also transfer a hard copy of this Agreement, including the Exhibit A. Immediately after the transfer, Licensee's license terminates, in which case terms of section 3.2 apply.

### **5. WARRANTY AND EXCLUSIONS**

#### **5.1 Limited Warranty**

VersaFile warrants to Licensee for the fixed term that the Software will materially operate in accordance with and conform to the specifications set forth in the Documentation and Specifications. In the event Licensee determines that Software is a noncomplying Software at the date of delivery to Licensee, Licensee will notify VersaFile or VersaFile's Reseller and VersaFile will remedy the nonconformance. If it is not possible for VersaFile to repair the said nonconformity or to replace the Software within a reasonable period of time, Licensee may return the Software and its Exhibit A to the party (either VersaFile or its Reseller) from whom Licensee obtained it and receive a refund of the amount Licensee paid. After returning the Software, Licensee's license terminates. If Licensee downloaded the Software, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund. The warranty applies only to the unmodified portion of the Software (unless modified by VersaFile).

#### **5.2 Exclusions**

THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

The Licensee understands that VersaFile is not responsible for and will have no liability for any hardware, software, or services provided by any third party other than VersaFile or any of its subcontractors unless provided or engaged by VersaFile itself.



**6. LIMITATION OF LIABILITY**

Regardless of the basis on which Licensee is entitled to claim damages from VersaFile (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), VersaFile's entire liability for all claims in the aggregate arising from or related to each Software or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Software is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Software that is the subject of the claim. This limit also applies to any of VersaFile's Software developers and suppliers. It is the maximum for which VersaFile and its Software developers and suppliers are collectively responsible.

UNDER NO CIRCUMSTANCES IS VERSAFILE, ITS SOFTWARE DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: a. LOSS OF, OR DAMAGE TO, DATA; b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR c. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. This Section 7 shall survive the expiry or termination of this Agreement.

**7. COMPLIANCE VERIFICATION**

The rights and obligations set forth in this Section 8 remain in effect during the period the Software is licensed to Licensee, and for two (2) years thereafter.

**7.1 Verification Process**

Upon reasonable notice, Licensee agrees to create and provide to VersaFile, its Reseller and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use or removal of all Software is in compliance with the Software Terms.

**8. GENERAL**

- a. Nothing in this Agreement affects any statutory rights of customers that cannot be waived or limited by contract.
- b. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- c. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- d. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- e. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- f. Neither Licensee, Reseller nor VersaFile is responsible for failure to fulfill any obligations due to any event beyond the reasonable control of the party, provided the non-performing party is without fault and further provided, the failure could not have been prevented by reasonable precautions such as fire, flood, elements of nature, acts of God, acts of war, pandemics, terrorism or civil unrest (Force Majeure).
- g. VersaFile has signed agreements with certain organizations (called "Resellers") to promote, market, and support certain Software. Resellers remain independent and separate from VersaFile. VersaFile is not responsible for the actions or statements of Resellers or obligations they have to Licensee.

**EXHIBIT A**  
**VERSAFILE SOFTWARE**

Subscription Initiation Date: \_\_\_\_\_  
(MM/DD/YYYY)

Subscription Expiration Date: \_\_\_\_\_  
(MM/DD/YYYY)

This is an Exhibit to the VersaFile End User License Agreement between \_\_\_\_\_  
(hereinafter called "LICENSEE") and VersaFile Inc. (hereinafter called "LICENSOR").

**1. Licensed Software Description**

VERSAFILE SOFTWARE NAME	QTY
Docuflow for Integration - Enterprise base system	1
D4i box Connector	1

**2. Licensee Contact and License Location(s) and/or Hosting Location(s)**

Business Contact: Angelina Sampson

Email: angelenasampson@dmv.nv.gov

**SCHEDULE A****VERSAFILE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS**

These terms and conditions relate to and are incorporated into the above referenced agreement (the "Agreement").

**1. COVERAGE**

Subject to the terms hereof, VersaFile will provide Maintenance and Support Services only for the Software for which a Maintenance fee for such services is specified in the applicable Exhibit A(s), for the then-current release of the Software.

**2. MAINTENANCE AND SUPPORT SERVICES**

The Maintenance and Support Services to be provided herein by VersaFile to Licensee consist of:

(a) Telephone, Web Portal or Email Support. From Monday until Friday inclusive from 8:00 a.m. to 5:00 p.m. pacific time (with the exception of public Canadian and US holidays): The support includes information by telephone and in writing on questions regarding the use of the Software and for the analysis of error sources.

(b) Company will perform remote Error Correction of the Software. This Error Correction consists of analysis, identification and elimination of Errors in conformance with the Case Priority and Response times list set forth in Section 4 below. Analysis and elimination of errors will be accomplished by remote data transmission and Licensee grants to VersaFile the right of access to Licensee's test or production system where the defect can be reconstructed. Licensee is responsible for maintenance and installation of any common carrier equipment or communication service related to the operation of the Software that is not furnished by VersaFile. Licensee is also responsible for charges incurred for communication facilities at Licensee's facilities, whether incurred by Licensee or by VersaFile support representatives while providing support on the Software.

(c) VersaFile shall supply to Licensee those product updates that VersaFile, in its sole discretion, makes generally available. Product updates consist of one (1) copy of published revisions to the printed Documentation and one (1) copy of revisions to the machine readable Software. Product Updates may include updated Software or functionally improved software, as well as the revision of Software application errors, however they do not include software that is designated by the VersaFile as products for which it charges a separate fee. Upon installation of updates, prior versions are to be destroyed by Licensee.

**3. TERM**

Maintenance and Support Services shall be provided during the Term in accordance with each Exhibit A in respect of same and shall terminate at the earlier of the date(s) set forth in the date of expiry or termination of the Agreement.





#### 4. CASE PRIORITY AND RESPONSE TIMES

Company shall exercise commercial reasonable efforts to perform Error Corrections for Errors reported in writing to it by Licensee in respect of the current unmodified release of Software in accordance with the priority level reasonably assigned to such Error by VersaFile, as follows:

Priority	Description	Max Response Time	Support channel
<b>CRITICAL (P1)</b>	A production system is down or there is a critical impact to the customer's business. No mutually acceptable workaround has been presented.  The email subject line must contain: <b>"VFCRITICAL"</b>	2 Business Hours	Phone <b>AND</b> Email
<b>HIGH (P2)</b>	A problem with non-critical product functionality or a problem that renders the product difficult but not impossible to use.	4 Business Hours	Web or Email or Phone
<b>MEDIUM (P3)</b>	Minor problem with the product that needs correction, a how-to question or questions related to product compatibility. Also includes requests for new features and configuration change requests.	8 Business Hours	Web or Email or Phone
<b>LOW (P4)</b>	Request for review, information, research, opinion, best practice or other.	8 Business Hours	Web or Email or Phone

##### 4.1. Error Corrections

###### (a) CRITICAL (P1)

Where an Error that renders the Software inoperative or causes the Software to fail catastrophically, VersaFile shall promptly: (i) assign applicable personnel to correct the Error; (ii) provide Licensee with periodic reports on the status of the corrections; and (iii) initiate work to provide Licensee with a Workaround or Fix.

###### (b) HIGH (P2)

Where an Error that substantially degrades the performance of the Software or materially restricts Licensee's use of the Software, VersaFile shall exercise commercial reasonable efforts to include the Fix for the Error in the next regular Software maintenance update.

###### (c) MEDIUM (P3) and LOW (P4)

Where an Error that causes only a minor impact on the performance of the Software or Licensee's use of the Software, VersaFile, at its sole option, may include the Fix for the Error in a later major release of the Software.

#### 5. EXCLUSIONS

Company shall have no obligation to provide Maintenance and Support Services nor perform Error Corrections, for:

- (a) modified Software, which modification was not carried out or authorized by VersaFile;
- (b) problems caused by software, hardware or application software which is not supplied by VersaFile;

(c) Software problems caused by Licensee's negligence or abuse, by Licensee's use of Software other than as specified in the VersaFile's user manual, or by other factors beyond the reasonable control of VersaFile; or

(d) problems produced by a computer virus in the System, which was not contained in the Software when delivered to End User.

## **6. ADDITIONAL SERVICES**

If VersaFile reasonably believes that a problem reported by Licensee may not be due to an Error in the Software, or falls within areas of exclusion referred to in Section 5 above, VersaFile will so notify Licensee in writing. At that time, upon Licensee's request, VersaFile may agree to provide changes and adjust the Software to the Licensee's requirements, provide training services, or other additional support services, solely within VersaFile's in-house capacity, at VersaFile's then-current consulting rates under a separate agreement executed by the parties.

## **7. DEFINITIONS**

"Error" means an error in the Software that significantly degrades the Software as compared to the Company's published performance specifications.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of object or executable code versions of Software to remedy an Error.

"Major Release" means a release version of the software which comprises a substantial change to the Licensed Software and may include architectural changes. A Major Release is denoted by a change in the version number to the left of the left most decimal point.

"Previous Sequential Release" means at any time the Major Release of software that has been replaced by the then-current Major Release of the same Software.

"Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Software.

CETS#

**ATTACHMENT GG**  
**CONTRACTOR QUOTE AND TERMS OF SERVICE**

Government - Price Quotation

carahsoft



Box.com Government at Carahsoft

Carahsoft Technology Corp.  
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

TO: Angelena Sampson  
Program Officer - Contract Manager  
Nevada Department of Motor Vehicles  
2701 E. Sahara Avenue  
Las Vegas, NV 89104 USA

FROM: Sam Simpson  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: AngelenaSampson@dmv.nv.gov

EMAIL: Sam.Simpson@carahsoft.com

PHONE: (775) 684-4504

PHONE: (571) 662-3410 FAX: (703) 871-8505

TERMS: NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 08/15/2017 to 08/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 40304386  
QUOTE DATE: 08/04/2023  
QUOTE EXPIRES: 09/14/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$2,972,682.00

TOTAL QUOTE: \$2,972,682.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2023 End Date: 09/14/2024	\$152.99	COOP 1300	\$196,887.00
2	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2023 End Date: 09/14/2024	\$16.54	COOP 1300	\$21,502.00
3	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2023 End Date: 09/14/2024	\$2.49	COOP 1300	\$3,237.00
4	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Box Consulting Project Carahsoft Technology Corporation - CPP-POINT-F Start Date: 09/15/2023 End Date: 09/14/2024	\$0.9800	COOP 1814815.04	\$1,742,222.44
5	D4I-E-12-491	Docuflow for Enterprise base - Subscription + File system Connector solution, File System Connecto 2 Year Subscription VersaFile USA - D4I-E-12 Start Date: 09/15/2023 End Date: 09/14/2025	\$2,666.67	COOP 24	\$64,000.08
6	D4I-E-BC-491	Docuflow for Enterprise - Connector for Box Platform 2 Year Subscription VersaFile USA - D4I-E-BC Start Date: 09/15/2023 End Date: 09/14/2025	\$533.33	COOP 24	\$12,799.92

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QUOTE DATE: 08/04/2023  
QUOTE NO: 40304386



# Government - Price Quotation

Box.com Government at Carahsoft

carahsoft



Carahsoft Technology Corp.  
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 SUBTOTAL:					\$2,042,648.44
YEAR 2					
7	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2024 End Date: 09/14/2025	\$305.99 COOP	1300	\$397,787.00
8	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2024 End Date: 09/14/2025	\$33.08 COOP	1300	\$43,004.00
9	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2024 End Date: 09/14/2025	\$4.96 COOP	1300	\$6,448.00
10	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Box Consulting Project Carahsoft Technology Corporation - CPP-POINT-F Start Date: 09/15/2024 End Date: 09/14/2025	\$0.9800 COOP	37037.04	\$35,555.56
YEAR 2 SUBTOTAL:					\$482,794.56
YEAR 3					
11	EntPlus2500-491	1001-2500 EntPlus Licenses Annual Box, Inc. - EntPlus2500 Start Date: 09/15/2025 End Date: 09/14/2026	\$305.99 COOP	1300	\$397,787.00
12	KeysafeAWSKMS2500-491	1001-2500 Box KeySafe with AWS KMS Annual Box, Inc. - KeysafeAWSKMS2500 Start Date: 09/15/2025 End Date: 09/14/2026	\$33.08 COOP	1300	\$43,004.00
13	KeysafeAWSKMS2500-PremSup-491	1001-2500 Box KeySafe with AWS KMS Annual-Premium Support Box, Inc. - KeysafeAWSKMS2500-PremSup Start Date: 09/15/2025 End Date: 09/14/2026	\$4.96 COOP	1300	\$6,448.00
YEAR 3 SUBTOTAL:					\$447,239.00
SUBTOTAL:					\$2,972,682.00
TOTAL PRICE:					\$2,972,682.00
TOTAL QUOTE:					\$2,972,682.00

QUOTE DATE: 08/04/2023

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## GOVERNMENT - PRICE QUOTATION



Box.com Government at Carahsoft

carahsoft

Carahsoft Technology Corp.  
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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This is a 3 year term and will be invoiced annually. The purchase order to Carahsoft must state the 3 year term amount of \$2,972,682.00 and must include the following term statement and annual invoice schedule:

\*\*The 3 year term for the Box licenses outlined above has period of performance 9/15/23 - 9/14/26. The Box licenses are up for renewal on 9/15/26.

## Annual Invoice Schedule:

Year 1 - \$2,042,648.44

Year 2 - \$482,794.56

Year 3 - \$447,239

The Enterprise Plus product entitles Customer to the applicable products and features described in the Feature Matrix found attached or at the following link: <https://cloud.box.com/s/mzm291s3jxjksab1obf21kthg3w4l>, which is hereby incorporated into this Order.

For the avoidance of doubt, the Customer is entitled to the Enterprise Plus product, which is inclusive of the Premier Enhanced Services described in the Premier Services datasheet, which can be found at the following link: <https://cloud.box.com/v/EntPlusPremierServices>. For clarity, the Customer is entitled to the Service Level Commits as described within the Premier Services datasheet.

Notwithstanding anything to the contrary in the foregoing, the Enterprise Plus product is for a total of 1,300 employees ("Employee Limit") during the Subscription Period of this Order, and allows Customer to benefit from a 10% growth overage in addition to the Employee Limit at no additional charge.

For the first consecutive renewal of this Order, as long as the amount of recurring product types identified as Recurring Charge Types as per the order form ("Recurring Products") and the duration of the contract term purchased during such renewal are equal to or greater than the number of Recurring Products and the duration of the contract term previously purchased, the Parties agree that the fee per user for each Recurring Product will not increase by more than 3% relative to Service Period #2. Recurring Products purchased under this paragraph are solely for resale to Customer.

This Order entitles Customer to the following Box Zones-Multi Location(s): US (Box Service Providers) - default.

Notwithstanding anything to the contrary in the Reseller Agreement, the Parties agree that this Order shall renew only if mutually agreed by the parties in writing.

## The following terms and conditions apply:

- KeySafe Addendum (Attachment EE in Services Agreement)
- Services Agreement
- Statement of Work (Attachment CC in Services Agreement)
- Box Carahsoft EULA (Attachment EE in Services Agreement)

## Enhanced Services Level: Premier

Premier Services datasheet can be found at the following link: <https://cloud.box.com/v/EntPlusPremierServices>

Box Accelerator Program module redemption form can be found here: [https://box.surveymonkey.com/r/KT6SGT9?box\\_slde\\_id=0067V000024n29yQAE&service\\_id=Premier&branching\\_lang=en&lang=en](https://box.surveymonkey.com/r/KT6SGT9?box_slde_id=0067V000024n29yQAE&service_id=Premier&branching_lang=en&lang=en)

The above agreements are not binding on Reseller and represent direct agreements between Box and Customer.

QUOTE DATE:

08/04/2023

CONFIDENTIAL

CETS#

**ATTACHMENT HH  
DMV REQUIREMENTS**

Nevada Department of Motor Vehicle  
Content Management System Requirements

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-001	Administration and Reporting	The solution shall have fillable forms that save and link to applicant or user. <b>Examples:</b> a. Employee needs to make a request to telecommute. User needs to have the ability to retrieve a fillable form template, complete the form, and submit the form to Human Resources that links to their employee file or employee account. b. Applicant is applying for a new vehicle registration. User needs to have the ability to retrieve and complete a fillable form online and submit the form to the state.	High	Configuration	Box can be configured to hold templated, fillable forms in a central location for employees to access and submit their version for approval or record keeping. Box can also be configured to integrate with fillable form tools like JotForm and others to ingest a PDF or document version of form responses.
CMS-002	Administration and Reporting	The solution shall allow viewing and modifying a document via a WYSIWYG editor/user interface. Please list what document types are subject to WYSIWYG.	Medium	Standard Feature	Collaborative editing is native to Box. Box Tools allows users with appropriate permissions to edit documents with their preferred tools either in the cloud (365, Google Workspace, AutoCAD Online) or with locally installed applications. Designed for all file types, browsers, and platforms, Box Tools uses the default application installed on your computer to open and edit files: Docx files open in Microsoft Word, PPTx files open in Microsoft PowerPoint, Xlsx files open in Excel, and so forth. Box has recently improved our integration with Microsoft Office so that users can co-edit live using desktop versions of Office. Changes made to documents are automatically saved as a new version in Box. <a href="https://support.box.com/hc/en-us/articles/360044489070">https://support.box.com/hc/en-us/articles/360044489070</a>
CMS-003	Administration and reporting	The solution must be able to build and save custom reports without having to write code. This is achieved by allowing the authorized user to select from a list of fields and date ranges, and run a query which generates a report. Another authorized user should be able to edit the underlying query.	Medium	Standard Feature	Box allows you to save the configuration settings of a report you run so you can run the same report again in the future, with the same configuration, so you don't have to manually configure the report each time. This not only saves you time, it allows to ensure consistent reporting over time. Access to the Box reporting console is limited to the appropriate admin users. <a href="https://support.box.com/hc/en-us/articles/360044489070">https://support.box.com/hc/en-us/articles/360044489070</a>
CMS-004	Administration and reporting	The solution shall make available activity logs. Interactions or events relating to document creations, deletions and changes (including to metadata and permissions) must be available for an administrator to access in the activity logs within 30 minutes of the activity occurring	Medium	Standard Feature	Reports can be generated on-demand for any specified time period and these reports can go back as far as 7 years, or as long as you have an account tariff with reporting access.
CMS-005	Administration and reporting	The solution shall cache frequently accessed content for rapid retrieval. An administrator must be able to configure both the criteria by which content is cached and the conditions under which the cache is refreshed. An administrator must also be able to request that the cache is cleared immediately, either through configuration or by deleting the cached files.	Medium	Standard Feature	Box Preview caches the most recent version of file previews in the browser, depending on your security configurations, and is purged as new versions of the file are created (dynamic watermarks are generated each time a file is previewed). Box Drive allows users to mark files for offline access and saves these files in a local cache. Configuration of the Box Drive cache in your user's environment is configurable by administrators to allocate appropriate storage for users associated with local Box Drives.
CMS-006	Administration and reporting	The solution shall have administrative console offering a dashboard that reports on overall system usage. The console must give an overview of how the enterprise is using the CSP. At a minimum, the console must offer high-level statistics on users, documents and storage. This dashboard should supply metrics, such as how many active users there are, the top locations (for example, sites, libraries or repositories) in terms of storage and how much storage space the service is consuming overall. Access to the dashboard must be security controlled and it must be possible to grant a user access to view the dashboard without having to also grant the user permission to change administrative settings.	High	Standard Feature	Box Insights is an administrator-only dashboard displaying overall system utilization metrics and is restricted based off administrative access to Box reporting. <a href="https://support.box.com/hc/en-us/articles/360044182653-Using-Insights-in-the-Admin-Dashboard">https://support.box.com/hc/en-us/articles/360044182653-Using-Insights-in-the-Admin-Dashboard</a> Further reporting is available within Box's admin reporting console. Co-Admin users with reporting access do NOT have full administrative access. <a href="https://support.box.com/hc/en-us/articles/360044096534-Running-Reports">https://support.box.com/hc/en-us/articles/360044096534-Running-Reports</a>
CMS-007	Architecture and Integration	The proposer must provide a fully managed, hosted service solution. The solution may be either proposer hosted or utilize a cloud provider, or a proposer hosted platform infrastructure. The proposer will be responsible to ensure a complete solution service is provided to The NV DMV and will be responsible for managing all aspects of the service proposed.	High	Standard Feature	Box (NYSE:BOX) is the Content Cloud: one secure, cloud-native platform for managing the entire content journey. We have built our platform from the ground up on a cloud-based architecture, which enables us to rapidly develop, update and provision our services to users.
CMS-008	Architecture and Integration	The solution shall integrate with a wide variety of enterprise information systems and applications. The solution shall expose a complete and well-defined API for access to its repositories, as well as its functional and administrative capabilities. The integration via REST and/or SOAP APIs must be provided that support, but are not limited to, the following actions: create content, create metadata, retrieve content and metadata, retrieve activity or audit logs, update content, update metadata, delete content, delete metadata and search.	High	Standard Feature	Our open platform allows for easy integration with other cloud-based and enterprise applications. We offer nearly 1,500 pre-built integrations with partners including Microsoft, Salesforce.com, Google, Adobe, Palo Alto Networks, Zoom, and others, as well as an open API for organizations to integrate Box with other packaged and home-grown applications, including solution applications our customers build for their customers. Box API documentation: <a href="https://developer.box.com/">https://developer.box.com/</a>



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-009	Architecture and Integration	The solution shall provide data migration features, e.g., import both content and revision and tracking history for various types of content such as Policy & Procedures, news, documents, and web content. This migration should support, but is not limited to, SharePoint, OpenText File 360 and OpenText AppXtender. <b>Examples:</b> a. Memo for a customer is saved as a new version in SharePoint we would like to maintain all versions of that memo document for future reference. b. DMV has millions of historical documents and would like to import them into the new systems. Many of these are stored in OpenText File 360 and AppXtender.	High	Configuration	Veritas File's core competency is integration and migration solutions for ECM and Business systems. Through years of project experiences we developed Docuflow for Integration (DAI) as a content integration platform. The DAI is a low code/no code tool built to easily configure and perform migrations and integrations. Docuflow for Integration (DAI) is directly integrated into Box using the Java API. DAI handles the largest Box migrations with a scalable architecture that supports on-premise to cloud and cloud to cloud environments. Content transformation and data normalization can occur during migrations with detailed transit confirmations, error handling, and exception processes. Docuflow is built to configure and perform the largest and most difficult migration and integration challenges including multiple version handling and renaming and renaming capabilities. DAI has built in connectors for the most common source systems like Sharepoint and SAP. These bi-directional connectors use business rules to support the normalization and transformation of content. Connectors to less common systems can be easily built and plug into the extensible architecture. This tool was built for exactly the type of migrations that are needed to move the
CMS-010	Architecture and Integration	The solution shall provide ADA, e.g., WCAG2.0AA Accessibility, and Title VI compliant features for users and administrators.	Medium	Standard Feature	The Box web app is WCAG2.0AA compliant. <a href="https://support.box.com/hc/en-us/articles/360043889214-Using-A-Box-Cam-For-Accessibility">https://support.box.com/hc/en-us/articles/360043889214-Using-A-Box-Cam-For-Accessibility</a>
CMS-011	Architecture and Integration	The solution shall support Unicode, e.g., unique character sets, such as Japanese, Russian, and Arabic.	Low	Standard Feature	Supported languages can be found here: <a href="https://support.box.com/hc/en-us/articles/360044192413-Languages-Supported-by-Box">https://support.box.com/hc/en-us/articles/360044192413-Languages-Supported-by-Box</a>
CMS-012	Architecture and Integration	The solution shall be available 24x7x365 and provide high performance and scalability. Please provide the systems verified uptime percentage. 99.999%	High	Standard Feature	Box has a 99.99% uptime SLA.
CMS-013	Architecture and Integration	The solution shall integrate with common content editing tools. Please describe how you are integrate into common editing tools and list which tools you are integrate with. <b>Examples:</b> a. Using word, creating a document and want to be able to access content management system to save and open my document.	Medium	Standard Feature	Collaborative editing is native to Box. Box Tools allows users with appropriate permissions to edit documents with their preferred tools either in the cloud (Word, Google Workspace, AutoCAD Online) or with locally installed applications. Designed for all file types, browsers, and platforms, Box Tools uses the default application installed on your computer to open and edit files: Docx files open in Microsoft Word, PPTx files open in Microsoft PowerPoint, Xlsx files open in Excel, and so forth. Box has recently improved our integration with Microsoft Office so that users can co-edit live using desktop versions of Office. Changes made to documents are automatically saved as a
CMS-014	Architecture and Integration	The proposer shall provide 24x7x365 maintenance and support. Proposer shall describe their support model, including Service Level Agreement (SLA) options, trouble reporting, and escalation processes, clearly outline types of support such as on-call or different levels of responsiveness.	High	Standard Feature	"When contacting Box for support, Customer will assign a priority to the issue in accordance with the table below. Box will provide an acknowledgement of a reported issue to Customer and a support agent will provide a response within the target timeframes specified for the applicable support level ("Response"). Upon review of the issue, and following Box's initial response to the Customer, Box may change the case prioritization in accordance with the following descriptions:  Level 1 - Urgent: An issue that renders the Box Service completely inoperative for all Users and no workaround is available.  Level 2 - High: An issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.  Level 3 - Normal: An issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.  Level 4 - Low: An issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.  Enhanced Support Services Response Times. If Customer has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below.  Support/Response Hours: 24 hours/day, 365 days/year  Level 1 - Urgent: Within 1 hour  Level 2 - High: Within 2 hours  Level 3 - Normal: Within 2 hours

Nevada Department of Motor Vehicle  
Content Management System Requirements

9/6/4

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-015	Architecture and Integration	The solution should have structural flexibility, e.g., ability to change a content model (i.e., the solution's taxonomy) and/or manage multiple models simultaneously without major changes to the system.	Medium	Standard Feature	This is core to Box's flexible architecture, where files and folders can be configured as appropriate at any time. Routine configuration adjustments require no major changes. Some large file operations and migrations are best done in collaboration with Box Support to monitor progress and often Box Consulting will assist in design and implementation for more broad changes to your
CMS-016	Architecture and Integration	The solution shall handle extra large object storage and management. The solution shall store and manage a file of at least 100GB without requiring custom development or third-party add-on products. This setting must be configurable to the nearest megabyte or a smaller unit.	Medium	Standard Feature	Box supports 150GB individual file size
CMS-017	Architecture and Integration	The solution shall support a minimum of 1500 named user license or 400 concurrent user license with scalability.	High	Standard Feature	Box operates a per user license model with no limits on concurrency. Many of our customers are operating Box environments with 100,000+ users.
CMS-018	Architecture and Integration	The solution shall have a native integration with Salesforce GovCloud.	High	Standard Feature	"Box has native integrations with Salesforce GovCloud. A plug and play integration is available in the AppExchange and further integrations are available via Mulesoft, Slack, Tableau, and embedded experiences built on the Salesforce developer toolkit. <a href="https://appexchange.salesforce.com/listingDetail?listingId=a0K300000024gNeKAU&amp;tab=4">https://appexchange.salesforce.com/listingDetail?listingId=a0K300000024gNeKAU&amp;tab=4</a> "
CMS-019	Architecture and Integration	The solution shall allow for system errors to be integrated with an external IT Service Management (ITSM) systems such as SolarWinds to create tickets.		Standard Feature	Please see the comments in CMS-020. Configuration with Solar Winds and other monitoring tools are common integration points for Box logs and admin alerts.
CMS-020	Architecture and Integration	The solution shall allow for customizations to the system to facilitate future integrations as defined by the NV DMV and agreed to by the solution's company.	High	Standard Feature	Our open platform allows for easy integration with other cloud-based and enterprise applications. We offer nearly 1,500 pre-built integrations with partners including Microsoft, Salesforce.com, Google, Adobe, Palo Alto Networks, Zoom, and others, as well as an open API for organizations to integrate Box with other packaged and home-grown applications, including solution applications our customers build for their customers.
CMS-124	Architecture and Integration	The solution shall have the ability to integrate with Microsoft Office and Outlook.	High	Standard Feature	Box for Office helps you create, edit, and share your documents more effectively. Box for Office includes Box functionality for key Office products—Microsoft Word, Excel, PowerPoint, and
CMS-125	Architecture and Integration	The solution shall have the ability to integrate with Cisco Webex	High	Standard Feature	Box has a native integration with Webex Teams <a href="https://help.webex.com/en-us/articles/understand-webex-app-ntc-how-integration">https://help.webex.com/en-us/articles/understand-webex-app-ntc-how-integration</a>
CMS-126	Architecture and Integration	The solution shall have the ability to integrate with Clarity Drawbridge	High	Customization	Box has open APIs for any custom integration and to embed content experiences within Clarity Drawbridge. This can also be accomplished via Box's native integrations with Mulesoft or other central orchestration tools. Versaffie's Docuflow for integration provides a comprehensive platform for content integration for both content and associated metadata for real-time integration into business solutions. D4I can be used to build a reusable connector for Clarity Drawbridge that plugs into the content integration platform. Either or both approaches can be used by the Nevada DMV depending on the use case and requirements.
CMS-127	Architecture and Integration	The solution shall have the ability to integrate with Motor Carrier vendor Explore	High	Customization	Box has open APIs for any custom integration and to embed content experiences within your Motor Carrier vendor Explore. This can also be accomplished via Box's native integrations with Mulesoft or other central orchestration tools. Versaffie's Docuflow for integration provides a comprehensive platform for content integration for both content and associated metadata for real-time integration into business solutions. D4I can be used to build a reusable connector for Clarity Drawbridge that plugs into the content integration platform. Either or both approaches can be used by the Nevada DMV depending on the use case and requirements. D4I can also be used
CMS-128	Architecture and Integration	The solution shall have the ability to integrate with Mulesoft	High	Customization	Box has API for integration that can be used by DMV's Sales Force Integrator. Versaffie's Docuflow for integration provides comprehensive platform for content integration for both content and associated metadata for real-time integration into business solutions. D4I can be used to build reusable connector for Mulesoft. Either or both approaches can be used by the DMV depending on the use case and detailed user requirements.
CMS-021	Capture	The solution shall have image correction and enhancement in a captured document image, basic flaws can prevent or degrade further processing and management. To fix these flaws, tools must be available for both automatic and manual application. At a minimum, the CSP must provide the following adjustments natively, without the need for a separate application: Brightness and contrast adjustment. Resizing. Cropping. Rotation. Conversion to grayscale.	High	Customization	Box can integrate with any document ingestion and scanning platform as well as editing tools that are locally available on user machines. Typically image adjustment, rotation, redaction, and cropping is accomplished via integrated editing tools or through integrations with scanning and document ingestion platforms. Versaffie D4I can be used for image correction within the Box end user experience in order to support OCR as a Service. This way content can either be modified and adjusted before it arrives in Box, or once content is uploaded any edits can be tracked as part of a document's version history.

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-022	Content Creation and Collaboration	The solution shall have a clear taxonomy tool for content setup and integrating metadata. The tool will allow classification and management/editing of metadata associated to content.	High	Standard Feature	Box provides a metadata taxonomy tool for content set-up. VersaFile D4i can be used to support bi-directional metadata synchronization for set-up and use between Box and Salesforce. This function can be used to reflect Box metadata fields in the Salesforce metadata display. This may also
CMS-023	Content Creation and Collaboration	The solution shall acquire content and documents from direct input, customer uploads, emails, and scanning. Examples: a. Customer emails a title to the DMV and the system uploads the title to the customer case. b. Scanning batches of customer titles, the OCR software collects VIN and customer names. The ABBYY scanning software needs to connect to the CSP to store the file, record the meta data with the file, and provide a link to the file in Salesforce.	High	Configuration	Box provides the tools for direct input and customer upload of content and metadata into Box. VersaFile D4i provides the integration from ABBYY scanning and validation into Box and provides the content link to the Box native Salesforce connector. D4i can also extend bi-direction sync of metadata between Box and Salesforce to update Salesforce records and Box metadata depending on detailed technical requirements.  Each folder within Box can have a unique email address automatically generated to use for uploading content via email attachments. At scale, Box works with a variety of technology partners to support direct email attachment scraping into Box to eliminate the risk of attachments
CMS-024	Content Creation and Collaboration	The solution shall use relationship management for both content creation and editing, tracking creation and every editor or publisher. Example: a. user "A" creates the document. User "B" edits the document. Tracking who creates, edits and publishes.	Medium	Standard Feature	All actions taken by paying business users and their external collaborators in Box are tracked and auditable by our customers' authorized administrators through Box's native administrative applications. The tracking and audit data are also accessible to administrators with the appropriate access rights via our APIs.
CMS-025	Content Creation and Collaboration	The solution shall provide a content library that serves as a "single source of truth" for content used in creating documents and other types of media. The DMV has key content pieces that may be used in various documents and on the web. When creating new content, the user should have clear access to the current source of the material so that we eliminate the use of out dated material. The solution will track re-used content. Examples: a. DMV policies and state law drive much of our training material, the policies and laws are often included in the training material so the solution should use the source policy or law and track its use in the training material. b. The Research and Project Management administrator is creating a new policy document. The admin needs the current documents header and footer information and graphics. The admin needs standard disclaimer information. The admin needs current legal text on the policy they are creating. c. The Public Information Officer (PIO) is creating a press release. The PIO needs a	High	Standard Feature	Content can be copied from folder locations that have pre-approved templates/base documents. Optionally, automated workflow can be used to automatically copy content from a library of up-to-date templates as a basis for creation of new documents.  More sophisticated tracking of standard clauses and which documents they appear within can be accomplished by integrating Box with a system for document generation or web content management that tracks the unique identifier of each document (Box Document ID) or associated metadata that helps identify which documents use specific policies.
CMS-026	Content Creation and Collaboration	The solution shall provide global change capabilities using content from the "single source of truth." Examples: a. Users change content in one instance and that content is automatically updated everywhere else it appears (i.e., change a warning that appears in 20 documents once, rather than 20 times). b. Users change content on a template and are able to search existing documents to find where that content is used so they can update all documents in which it is used.	High	Customization	Pushing updates like this continues to be more of a web content management use case, where Box is not tracking usage of individual clauses and phrases. Box would likely integrate with these systems as the system where finished content is published, but tracking would occur outside of Box in these separate systems.
CMS-027	Content Creation and Collaboration	The solution will support metadata creation, editing, and management of documents, such that when creating a document, the user should be able to select multiple standard metadata tags and enter a new tag if their role allows.	High	Standard Feature	Users can associate multiple metadata templates and tags to documents.
CMS-028	Content Creation and Collaboration	The solution shall provide template creation, editing, use tracking, and management. Example: a. The Research and Project Management administrator is creating a new policy document, so they use a template with the current documents header and footer information, graphics, standard disclaimer information and current legal text.	Low	Standard Feature	Template documents can be hosted within team folder structures and reused as new documents need to be created that leverage this templated information.
CMS-029	Content Creation and Collaboration	The solution shall track distribution of content and any approvals to a list of people or groups. Some documents are required to be either edited or viewed by specific people within the organization. The owner of the document needs to be able to verify that the user received and approved or viewed the document. The users need to be notified and indicate when their task is complete.	Medium	Standard Feature	Tasks in Box show details of the task to be performed (general task or approvals). Notifications are sent out when a user completes a task. Content Insights in Box makes it easy to see how each piece of content is being used, who is using it, and when it is being accessed. Content Insights provides a clear picture of how individual pieces of content are performing and surfaces the information needed to move work forward.

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-080	Content Creation and Collaboration	The solution shall allow content versioning and controls such as rollback and restore.	High	Standard Feature	Box has unlimited versions. Previous versions can be rolled back/restored.
CMS-081	Content Creation and Collaboration	The solution shall provide notification of content changes. <b>Example:</b> a. Legislative document has been updated with new language and we want DMV users to be notified (would like it to apply to web, chatbot, forms, P&Ps, and social media platforms).	Medium	Customization	Integration with web content management platform required. Content stored in Box would need to be referenced by an external system to accomplish this level of specific notifications, tracking, and updates.
CMS-082	Content Creation and Collaboration	The solution provides form creation and management. <b>Example:</b> a. Human Resources generate a computer user policy form for employees to fill out and sign.	Low	Standard Feature	Box has a native eSignature platform included for all business users at no cost. Box Sign's bulk send feature can send a templated form document to all employees and capture their signatures individually. <a href="https://support.box.com/hc/en-us/articles/5488158382535-Using-Box-Sign-to-send-templates">https://support.box.com/hc/en-us/articles/5488158382535-Using-Box-Sign-to-send-templates</a>
CMS-088	Content Creation and Collaboration	The solution shall have the ability to add a new document to the repository directly from authoring applications without leaving the authoring environment or application. Any required metadata must be added by the system or supplied by the user from within the authoring application interface.	Medium	Standard Feature	The Box for Microsoft Office integration allows administrators to list Box as a managed place in the Office environment. This helps streamline creation of Office documents directly from Word, PowerPoint, and Excel into the designated folders within Box. Metadata can be automatically inherited by any documents based on the location where files are created.
CMS-094	Content Creation and Collaboration	The Solution shall have the capability to bulk import content to export large amounts of content with minimal intervention or oversight. During the import, the structural integrity of the content must be maintained, along with all existing default and custom metadata, including (but not limited to) security, permissions, relationships and dependencies.	Medium	Configuration	VersaFile Docuflow for integration is built for bulk import (or real time updates) of very large amounts of content and metadata from source legacy systems. The toolset include capabilities to crawl the content platforms, ingest, index and store the information, transform and migrate the content, relink and update the source and destination systems, and archive and delete content from the source system. D4I migrates and/or changes security, permission, relationships and dependencies. D4I provides the governance to understand what content is in the source system, which metadata and metadata and methods for disposition, deletion, move, retention etc.
CMS-095	Content Creation and Collaboration	The solution shall be capable of document commenting and annotation. User, subject to Role-based access control (RBAC), must be able to retrieve a document directly from the repository and add comments and annotations to that document. <b>This must be possible without going through a formal workflow.</b>	High	Standard Feature	Commenting and annotations capability is provided in the Box Preview experience, based on a users permissions.
CMS-096	Content Creation and Collaboration	The solution shall allow an authorized user to utilize a 'user library' where they are permitted to maintain a personal site, library or folder to store private working documents or copies of content they work on elsewhere in the platform. There <b>should be a separation between these personal files and the managed content in the</b>	Low	Standard Feature	Users can create their own personal folders in Box or individual folders can be created automatically when user accounts are provisioned.
CMS-097	Content Creation and Collaboration	The solution shall allow for real-time collaborative co-authoring that allows multiple users to view/edit the same file at the same time and automatically synchronize the changes.	Low	Standard Feature	Box for Microsoft Office coauthoring enables real-time coauthoring on Office desktop, web, and mobile.
CMS-098	Content Creation and Collaboration	The solution shall allow for distributed scanning and document capture from multiple dedicated hardware devices distributed throughout the enterprise. Capture from desktop scanners, departmental scanners and networked multipurpose devices must be supported.	Medium	Configuration	VersaFile D4I supports ABBYY Realcapture 12.0 and can support many different capture solutions including ABBYY Vantage, Kofax, MFD and fax applications.
CMS-099	Content Creation and Collaboration	The solution shall contain automatic document registration using metadata. Automatic registration must include: - Naming files. - Applying a unique identifier if supported, as described in the Library Services section of the requirements. - Associating an appropriate content type. - Applying all mandatory metadata. - Routing the processed content to the appropriate destination within the solution.	High	Configuration	The VersaFile ABBYY to Box connector supports all of the mentioned automatic registration lists and many additional metadata assignments from other systems
CMS-040	Content Creation and Collaboration	The solution shall be capable of notification of content capture failures. An administrator or designated user must be notified of any exception to the content capture process. The granularity and frequency of alerts and notifications must be configurable. All exceptions must be logged and available for inspection and resolution.	Medium	Configuration	VersaFile ABBYY integration provides exception processing and error handling. Any exceptions and errors are logged and captured for reporting.

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CMS-041	Content Creation and Collaboration	The solution shall have intelligent capture. The solution should use machine learning to automatically recognize document types, such as invoices, purchase orders and contracts and extract the relevant entities. The solution can be deployed with machine learning models for common document types, or it can require the organization to supply a training set of example documents to build the model. Please specify if this is part of the solution or through an add-on system.	Low	Customization	The Versafile and Box connector supports all ABBYY intelligent capture capabilities. Box Skills provides additional options for ML/AI integrations to plug in your computer vision model of choice. Box can support an out-of-the-box plug in with many common AI tools to detect and capture Drivers Licenses and government ID documentation among many others.
CMS-042	Content Creation and Collaboration	The solution shall have optical mark recognition. Human- and machine-generated marks on a structured document must be reflected within the document capture and processing workflow.	Medium	Configuration	ABBYY Flexcapture and other callable OCR as a Service platforms provide OMR capabilities that feed the capture connectors and workflow processing.
CMS-043	Content Creation and Collaboration	The solution shall have bar code recognition. The capture process must be able to recognize, read and interpret a standard bar code. The system must be able to recognize and process both of the following: - Linear bar codes (for example, Codes 25, 39 and 128). - Two-dimensional matrix bar codes	Medium	Configuration	ABBYY Flexcapture and other OCR as a Service options support standard two and three bar codes.
CMS-044	Content Creation and Collaboration	The solution shall use cameras, on laptops, desktops or mobile devices to capture images and documents, such as expense receipts, on an ad hoc basis.	Medium	Standard Feature	Users can take photos and scan images directly in to Box via the mobile app.
CMS-045	Content Creation and Collaboration	Direct capture of content from external systems, applications and repositories: The CSP must be able to capture content directly from external sources, such as content from LOB applications. The CSP can achieve this via connectors provided out of the box for retrieving data from third-party products or development against the CSP's	Medium	Configuration	Box has plug and play integrations for over 1500 other systems. Wherever Box is used to upload files or embed content experiences, ABBYY can be called either automatically or via an on-demand integration for OCR and scanning of any files ingested through these external and 3rd party systems.
CMS-046	Library Services	The solution shall support rich-media content images, audio files and video files as first-tier content types, including but not limited to: content file formats: docx, .odt, .rtf, .pptx, .odp, .xlsx, .ods, .csv, .htm, .mug, .pdf, .txt and .xml image file formats: .bmp, .gif, .heic, .heif, .jpeg, .jpg, .png, .tif and .tiff audio file formats: .aif, .mp3, .wav and .wma video file formats: .avi, .flv, .h264, .hls, .wmv, .mp4 and .mov	High	Standard Feature	Box supports over 140 different file types within Box Preview. <a href="https://support.box.com/hc/en-us/articles/360043595794-Viewing-Different-File-Types-Supported-in-Box-Content-Preview">https://support.box.com/hc/en-us/articles/360043595794-Viewing-Different-File-Types-Supported-in-Box-Content-Preview</a>
CMS-047	Library Services	The solution shall provide life cycle management. An administrator or other authorized user shall be able to define discrete stages in the life cycle of any document or content element (for example, created, reviewed, published, superseded, and archived). Progress through these life cycle stages shall be automatic as content changes occur that match administrator-configurable criteria. Manual life cycle state changes shall also be supported and will need to follow the same lifecycle stages.	Medium	Standard Feature	This is standard metadata and workflow configuration with Box. Versafile detects metadata changes and uses bi-directional sync to reflect changes in external systems and within Box.
CMS-048	Library Services	The solution shall allow content copy and/or movement from one location in the solution, such as a repository, library or folder, to another and retain standard and custom metadata element values.	Medium	Standard Feature	Content and metadata are maintained. When you copy or move content into a new folder, access permissions in the destination folder take precedence over access permissions in the source file or folder. In certain scenarios when you move or copy content from one folder to another, and the destination folder has a less restrictive setting, Box displays an alert.
CMS-049	Library Services	A user must be able to subscribe to notifications for a single file. The solution must notify that user of, but not limited to, file changes, including metadata updates, file deletion, and new comments.	Medium	Configuration	Many standard options for notifications can be configured within Box. Any changes to metadata between systems may need to interface with triggers by Versafile D4i.
CMS-050	Library Services	The solution shall be able to convert managed content from its native format to an alternative format without requiring content to be printed and scanned. Example: a. Convert source content to Tag Image File Format (TIFF) or PDF/Archive (PDF/A) and save the conversion alongside the original.	Low	Configuration	Both ABBYY and Versafile D4i provide transformation services that can be configured to store original and converted file formats.
CMS-051	Library Services	The solution's repositories shall be scalable in terms of both the number of objects stored and the volume of storage available, with a path for adding storage space as necessary. The capability to expand up to at least one billion documents and one terabyte of content in total, using multiple nonshared and repositories if necessary.	Medium	Standard Feature	Our modern cloud infrastructure powers global scalability and reliability with minimal downtime for our customers, ensuring their business-critical content is always secure, compliant, and available. For example, we currently have over 300 petabytes of customer files, and every day we're adding 1/2 a petabyte of new content.



Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-052	Library Services	The solution shall have the option to choose delta versioning over full-copy storage. The CSP must include a configuration option to choose between storing only the actual changes made to a given version of a content item or a full copy of the new version every time it is updated. Compliance requirements may prohibit picking the former choice, but it must be available for the administrator to select. Previous versions of content must be automatically removed from the solution history as described.		Customization	Version history in Box stores unique, immutable versions of files by default. The entire file is saved in its entirety to preserve chain of custody. Options for differential sync of changes would need to be built through a custom integration.
CMS-053	Metadata and Classification	The solution shall contain persistent metadata for all content and records and maintain those relationships throughout the entire content life cycle. Metadata must be captured as discrete values in separate and distinct fields for each content item described.	High	Standard Feature	In addition to associating metadata to files/content, metadata can be leveraged with other features of Box to enhance the management of content within the Box Content Cloud. For example, retention schedules, file requests, and workflow.
CMS-054	Metadata and Classification	The solution shall allow an administrator to define metadata fields to capture any desired descriptive, administrative or technical information for a given content item.	High	Standard Feature	Metadata templates are a logical grouping of metadata attributes (fields) that help classify content.
CMS-055	Metadata and Classification	The solution shall contain a mechanism for defining and managing metadata across the entire solution. An administrator or other authorized user must be able to define a metadata element once and make it available to other users and content, subject to any applicable rights and privilege restrictions.	High	Standard Feature	Metadata allows Box and users to define and store custom data associated with their files in Box. The Box Administrator can also create templates for consumption by the end users on their content. Metadata defines and stores custom information associated with your files in Box. This custom information can serve many different use cases. You can set it either within the Box web application or programmatically via the API. The primary way to use metadata is through Metadata data types can include Text, Numbers, Date, Single Value Dropdown, Multi Value Dropdowns lists
CMS-056	Metadata and Classification	The solution shall allow Metadata value selection from a list of restricted values and limits for certain values to a range of possible entries to: - A predetermined list (for textual elements). - A value range (for numeric elements). - A calendar range (for date elements).	Medium	Standard Feature	
CMS-057	Metadata and Classification	The solution shall be capable of integrating with an external metadata management system. Such an integration must be able to do either of the following: - Synchronize the solution's own metadata management facilities with the facilities of the external system. - Delegate all metadata and vocabulary management functions to the external system.	Low	Customization	Versafile D4i can sync metadata from an external system in a one way or bi-directional sync to accomplish this requirement. Access to change metadata from Box would need to be disabled via permission management in the administration console.
CMS-058	Metadata and Classification	The solution shall search all metadata associated with any content. It shall be possible to restrict searches to metadata only and specify search criteria for specific metadata elements.	High	Standard Feature	Searches can be done using keywords, tags and metadata. Searches can also be executed based on metadata only using specific metadata elements.
CMS-059	Metadata and classification	System shall be able to work with ABBYY's optical character recognition (OCR) solution to receive scanned image and capture metadata related to the image. Please specify if this integration is through an API or native to your solution.	High	Configuration	This is supported through the Versafile D4i for ABBYY integration with Box.
CMS-060	Process Automation	The solution shall provide configurable content and graphical based workflows. These workflows shall be editable in a graphic-based user interface according to RAC and should use standard Business Process Model notations. It must be possible to define workflows from a graphical interface without the need to write custom code or scripts, or purchase and install separate products. It must be possible to incorporate basic logic operations and existing business rules in a drag-and-drop manner.	High	Standard Feature	Box Relay is a workflow tool that allows anyone to automate repeatable processes. Box Relay relies on a no-code, UI-based approach to workflow building. Users are presented with a workflow building tool that allows them to decide if a certain piece/ or type of content has some particular action occur on it and because of that action, a different or new action can then be triggered. This may seem simple, but its simplicity makes it appealing to a broader swath of customers. Even non-Box users can upload content that triggers a workflow as well.
CMS-063	Process Automation	The solution should prompt users in an workflow according the defined workflow automation for any remaining or pending process steps. The user should be notified through the system and/or email of incomplete/abandoned workflows.	Medium	Standard Feature	Users can assign certain types of tasks (reviews and approvals) to outside users and set automatic email reminders for approval due dates.  Auditability and tracking are also key elements of Relay as well. Users can view progress of workflows and get insight into details on who created it, modified it or deleted it as well. The audit history can be generated as well for compliance and security purposes (end-user email notifications).

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-062	Process Automation	The solution shall provide workflow management that shows workflow usage, processing, and exceptions. <b>Examples:</b> a. Workflows must be managed as persistent entities within the CSP. Each workflow must have its own descriptive and administrative metadata. It must be possible to check out a workflow for editing. This capability prevents other users from modifying the workflow in any way until it is checked back in. b. The current version of the workflow must remain available for execution while the checked-out version is modified. As workflows are modified, they must be versioned and past versions must be retained. An administrator or other authorized user must be able to roll back a workflow to a previous version, and specify a date and time in	Medium	Configuration	Box Relay allows users to suspend workflows while the process is being edited. Relay does not have workflow versioning built in today, though changes are logged in Box's event log. More advanced workflows that orchestrate multiple systems at the same time are managed external to Box via integrations (Zyncer, Salesforce Flow, Pega, and others).
CMS-063	Process Automation	The solution shall be capable of ad-hoc task assignments and routing including the optional task-based start time and end time. <b>Examples:</b> a. An additional reviewer with specific subject matter expertise could be added to a workflow between initial and final review, or a review step could be reassigned to cover an unexpected absence. When a task is reassigned, the user must have at least two options: - Delegation, which returns the workflow to the original task owner once the reassigned work is complete. - Abdication, which moves the workflow to the next task and its owner once the reassigned work is complete.	Medium	Standard Feature	Ad-hoc tasks can be assigned and reassigned, and modified if need be.
CMS-064	Process Automation	The solution shall be capable of automatic task reassignment or escalation based on user availability. For example, moving a process to a backup reviewer, or escalating the task to a manager when it detects that the original assignee is marked as out of office. This can be achieved by checking the user's status in the organization's email system, such as Microsoft Exchange, or a unified communications platform, such as Microsoft Teams. The solution's workflow subsystem must include an action capable of retrieving any user's out of office status so that it can be included as a	Medium	Customization	Today Box Relay does not interface with email systems or have a concept of user status. Tasks in a workflow can be assigned to a group of users so that a pool of users can be assigned to a task. Workflow assigned tasks are editable in-flight and can be reassigned via the user interface. Customization required to automate task assignment based on calendar Out of Office status.
CMS-065	Process Automation	The solution may contain native mobile application for workflow notifications and interaction that supports Google Android and Apple iOS. The app must enable users to receive notifications and interact with workflows from a mobile device. The user must be able to modify documents from the mobile app. Document edits should occur in the CSP platform.	Medium	Standard Feature	The Box mobile applications on Apple iOS and Google Android, allows the mobile user to easily, and securely, access all their content on a mobile device. The ability to quickly preview content, share and collaborate on content as well as work with Box comments and tasks are all supported.
CMS-066	Productivity and Mobility	The solution shall have mobile-optimized browser view. Users must be able to access content and CSP functionality from smartphones, tablets and other mobile platforms. A CSP must be capable of presenting an interface optimized for mobile access. This must be delivered as a responsive HTML5-based mobile web interface compatible with Chrome, Edge, Safari and Firefox. The interface must enable users of the CSP to browse existing content, view documents, upload new content and download content to their devices for offline access. This enables access to the CSP from any mobile device.	High	Standard Feature	Users can login and access content from a mobile device's browser.
CMS-067	Productivity and Mobility	The solution shall contain browser-based user interface with visual navigation. End users must be able to access the solution's features and functionality without installing a thick client application on their devices. The UI must enable users to browse and navigate all content collections they are entitled to access. The primary UI must be available through a standard web browser. At a minimum, the solution shall support Apple Safari, Google Chrome, Microsoft Edge and Mozilla Firefox.	High	Standard Feature	Box supports Edge, Chrome, Safari, and Firefox. Details on versions can be found here: <a href="https://support.box.com/hc/en-us/articles/36004368234-Understand-the-Box-Policy-for-Browser-And-OS-Support">https://support.box.com/hc/en-us/articles/36004368234-Understand-the-Box-Policy-for-Browser-And-OS-Support</a>
CMS-068	Productivity and Mobility	The solution shall have a browser-based drag-and-drop upload capability that allow users to drag and drop files over the browser window to upload them. Plug-ins and browser extensions meet this criterion if they can be downloaded and installed directly by the end user.	Medium	Standard Feature	Drag and drop uploading and moving of files is supported in Box.

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CMS-066	Productivity and Mobility	The solution may contain a native desktop app for content browsing and access that supports macOS and Windows. The app must enable users of the solution to browse existing content, view documents, upload new content and save content to their devices for offline access.	Medium	Standard Feature	Box Drive is the incredibly simple way to work with all of your files right from your desktop, taking up very little hard drive space. Open your Microsoft Windows Explorer or Apple Mac Finder to find every file you need, edit like you would any local file and save it automatically to the cloud. And, keep enterprise-grade security protecting everything you do.  Working with files in Box Drive feels like working with files in a network drive -- with added features like external collaboration, search and version control. Box Drive is easy for teams to learn and simple for them to use because it's grounded in what they already know: the desktop.
CMS-070	Purchasing	The solution shall be a Commercial off the shelf (COTS) solution requiring only configuration and little or no customization (additional development).	High	Standard Feature	The Box content cloud requires little or no customization for the majority of our customers. Our cloud-based software allows organizations to deploy our products easily, quickly, and inexpensively. IT administrators can quickly add users, set up permissions, create folders and policies, and begin using our products almost immediately without the need to procure and install hardware or install and configure software.
CMS-071	Purchasing	The proposer shall provide training and shall describe the methods available, e.g., in-person, virtual, and/or train the trainer.	High	Standard Feature	For end users, Box has an elegant, intuitive, and user-focused interface. We are dedicated to keeping our solution easy for users to understand with little to no upfront training. We strive to enable quick and viral user adoption by maintaining a simple and elegant interface with compelling access, sharing and collaboration features.  Box provides customers with a comprehensive training program that can accommodate web-based learning up to instructor lead training as needed. Box also provides a multi-tiered support matrix that offers up to 24/7 365 global phone support.
CMS-072	Purchasing	The solution shall provide various training tools, such as digital media, PPT, documents, online courses, etc.	Medium	Standard Feature	See the comments provided in CMS-071.
CMS-073	Purchasing	The proposer must acknowledge all data will be solely owned by the NV DMV and the State of Nevada.	High	Standard Feature	The data will be owned by NV DMV. Box employees do not have access to customer data unless given consent during a customer support operation, during which activity and access are heavily monitored and logged. Customers have the additional security option of controlling their own retention and using Box Kasten.
CMS-074	Purchasing	The proposer shall describe how updates and upgrades are performed as well as any impact to the users.	High	Standard Feature	Box will manage the solution infrastructure and software upgrades. Box frequently releases product updates to ensure you can continuously improve processes. You can find information about our past present and future product releases here. The upgrades are at no additional charge and will not negatively impact your use cases.  The Box web application is a SaaS application, and therefore changes are automatic and ongoing. For Box's mobile application and Box Drive, Box recommends upgrading to the latest release, but this is not mandatory. Box's Product Announcements page ( <a href="https://support.box.com/hc/en-us/categories/990004130774-Product-Announcements">https://support.box.com/hc/en-us/categories/990004130774-Product-Announcements</a> ) contains details related to product updates and the Admin Console.
CMS-075	Purchasing	The proposer shall acknowledge all work performed to satisfy the requirements of the contract resulting from this procurement shall be performed in the United States.	High	Standard Feature	All work for this project by Box personnel working on this project will be performed in the U.S.
CMS-076	Records Management	The solution shall provide Digital Asset Management Capabilities, allowing users to store and organize graphics and multimedia files within the CSP and search for them based on assigned metadata.	Medium	Standard Feature	Users can securely access, share, and collaborate on all types of information, regardless of format or file type, including large graphics and video media files, from virtually any device or operating system.  Metadata templates are a logical grouping of metadata attributes that help classify content. When using metadata templates, it's important to consider what functional groups will benefit from efficient and consistent metadata classification. Our metadata is configurable based on a template.
CMS-077	Records Management	The solution shall support management and enforcement of content retention policies. Content shall not have a default expiration. Example: a. Titles and related documents are archived after 90 years so the solution will auto-archive the record.	High	Standard Feature	There is no default expiration of content unless explicitly specified.

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CMS-078	Records Management	The solution shall provide automatic and verifiable document disposal according to time-based criteria (that is, a schedule) or condition-triggered criteria (such as a document state change). The solution shall be configurable to: - Alert the administrator of pending deletions. - Remove content from visibility to end users prior to actual deletion. - Allow the administrator to review classification prior to deletion.	Low	Standard Feature	Box has highly configurable retention and disposition capabilities that make it easy for organizations to keep the content that is necessary to keep for regulatory or customer obligations, but then eliminate content that's no longer needed. You can select a pre-defined retention period or a custom timeframe, choose what happens to the content at disposition and who gets notified.
CMS-079	Records Management	The solution shall facilitate the manual declaration of one or more elements of new or existing content as a record. An authorized user shall be able to manually identify content as a record using the system's user interface. The interface shall allow an authorized user to edit a content item's associated metadata before filing the item as a record. This is important for record retention rules.	Medium	Configuration	The process of handling records with specific permissions and retention policies can be accomplished through using Box metadata and appropriate user permission management as records are created and saved within Box.
CMS-080	Records Management	The solution shall have a mechanism to prevent modification of declared records. Once content is declared a record, the solution must guarantee that the content item and its associated metadata cannot be altered, i.e., the record shall be immutable.	Medium	Configuration	Every version of a file stored in Box is immutable to help with write-once-read-many compliance. Enforcing read-only configuration on Records can be accomplished via a combination of content classification and user permission management.
CMS-081	Records Management	The solution shall have the capability of modifying security of available classifications and file plans to limit the visibility of records, locations, folders, available classifications and file plans based on user roles, workgroups and individual users. The solution shall present only the items the end user is authorized to view or access. The solution shall provide the option to limit specific users' access to content based on that content's state in the file plan or classification.	Medium	Standard Feature	This is standard security and classification capability provided by Box Shield. Please see the comments provided in CMS-120 and CMS-121.
CMS-082	Records Management	The solution shall allow multiple disposition authorities to authorized users. Users authorized to determine when and how records of a given type may be retired, removed, or deleted must be identified as disposition authorities. These users shall be able to define file plans and retention schedules that govern the content and record types for which they are responsible.	Medium	Standard Feature	Box has highly configurable retention and disposition capabilities that make it easy for organizations to keep the content that is necessary to keep for regulatory or customer obligations, but then eliminate content that's no longer needed. You can select a pre-defined retention period or a custom timeframe, choose what happens to the content at disposition and who gets notified.
CMS-083	Records Management	The solution shall have record destruction with stub and metadata retention capabilities. The solution must provide the option to destroy the content but retain a stub in place of the record that includes the record's original metadata. The stub shall include the date of destruction, person that authorized the destruction and reason for destruction.	High	Customization	Trash and disposal of data in Box can be configured so that only a select group of administrators can Box retention policies can help automate the removal of data that has reached its retention threshold. Box preserves the deletion event and a certificate may be generated through customization. Box also partners with vendors such as Cimtral that support certificates of destruction and the full scope of <a href="#">Box SaaS 3 and 4 Internal Records Management Requirements</a> .
CMS-084	Records Management	The solution shall allow the longest retention period to take precedence. If a record is subject to multiple retention schedules, the record must not be eligible for removal until the longest retention requirement is met.	Medium	Standard Feature	This is the standard behavior of Retention policies in Box.
CMS-085	Records Management	The solution shall allow 'Holds' on records to always prevent deletion and preserve items. If a record or other item is subject to a hold then all deletion actions must be prevented until all applicable holds are released. If content that is subject to a hold is edited, a copy of the item as it existed when the hold was applied must be retained. A hold is equivalent to an indefinite retention period. It must prevent deletion by end users, automatic disposition by the system and any deletion actions that occur if a user account is deleted.	High	Standard Feature	This is a standard feature and behavior of Legal Holds in Box.
CMS-086	Records Management	The solution shall have notification of exceptions, errors and failures. An administrator, disposition authority or other authorized user must be notified of any failed record transfers, imports, exports or deletions.	Medium	Standard Feature	Box tracks over 100 different user interactions and logs those activities to a comprehensive activity stream. This activity stream can be accessed programmatically via the API to retrieve desired information. In addition, Box tracks interactions on documents and surfaces those up at the document level so that users can see information like previews, downloads, comments and edits.
CMS-087	Records Management	The solution shall have the capability to report exceptions, errors, and failures. A comprehensive report of any failed record transfers, imports, exports, or deletions must be available to administrators, disposition authorities, or other authorized users. The report must be available for generation on demand and on a scheduled basis.	High	Standard Feature	Box tracks over 100 different user interactions and logs those activities to a comprehensive activity stream. This activity stream can be accessed programmatically via the API to retrieve desired information. In addition, Box tracks interactions on documents and surfaces those up at the document level so that users can see information like previews, downloads, comments and edits.
CMS-088	Records Management	The solution shall contain a dedicated records management tool that supports administrative functions for records managers. These functions must include file plan management, summaries and reports on the application of policies to content objects in a dashboard format, and the authorization of destruction actions.	Medium	Customization	These features are all available through the Box Admin console via retention policy and legal hold reporting, trash reports, and policy configuration. Box does not have a standard records management dashboard with all of this information exposed in one place, though one could be built via APIs.

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CMS-089	Records Management	The solution shall have the ability to declare content as a record at the point of creation. Records often originate from an external system's content — for example, transactional content from a line of business (LOB) application. In these cases, the CSP must be able to capture that content and declare it as a record at the point of creation. This capability requires tight integration between the CSP and any external applications, so that the content that must be managed as a record.	High	Customization	Integration between your designated external systems of record and Box can help facilitate this behavior. Box has extensive experience with these integrations where Salesforce and other application records can automatically populate a folder structure and associated files within Box with the desired security and metadata configurations.
CMS-090	Records Management	The solution shall have the ability to export all DMV data into a common format. Example: DMV changes to a new CSP solution and needs to transfer all the content.	High	Standard Feature	Files exported from the Box application retain their original file formats. Customers can remove files from Box using a few different methods including Box Drive, FTP/FTPS, APIs, and other industry migration tools.
CMS-091	Records Management	The solution shall have a way to indicate a document is locked from editing. Example: A user has saved a document in its final state and wants to prevent any further modifications.	High	Standard Feature	You can lock shared files for a certain time period or indefinitely so others can't overwrite your edits. When locking, you can also disable download.
CMS-092	Search and Navigation	The solution shall provide user search capabilities that can be narrowed by content types and other common file features.	Medium	Standard Feature	When searching, you can filter by file type, date modified, and file owner. Under the Metadata tab, you can filter results using custom metadata fields.
CMS-093	Search and Navigation	The solution shall support multi-lingual translations and user interaction.	Low	Standard Feature	Box supports a number of languages across our products. The officially supported languages on the Box Web App are: Bengali (India) Chinese (Traditional) Chinese (Simplified) Danish Dutch English (US) English (UK) English (Australia) English (Canada) Finnish French (France) French (Canada) German (Germany) Hindi Italian Japanese Korean Norwegian Polish Portuguese (Brazil) Russian Spanish (Latin America) Spanish (Spain) Swedish
CMS-094	Search and navigation	The solution's user interface shall contain a default hierarchical folder structure and navigation structure. The traditional folder-oriented, tree-structured hierarchy is most familiar to users, and it must be available as a default organizational scheme.	Medium	Configuration	The needs of your organization will likely affect the way you manage and set up the Box folder taxonomy. Defining a folder taxonomy that is intuitive and easy to navigate will greatly increase user adoption and maximize productivity. More can be found here: <a href="https://support.box.com/topic-us/articles/760041695656-Plan-Your-Folder-Structure">https://support.box.com/topic-us/articles/760041695656-Plan-Your-Folder-Structure</a>
CMS-095	Search and navigation	The solution shall have content faceting and filtering capabilities. A user must be able to filter content according to selectable criteria. These criteria must be presentable as facets. A facet is simply a definable characteristic, inherent or derived, of any object of interest. The solution's UI must be able to group content into predefined facets, display the number of content items matching a particular facet and filter content according to selected facets.	Medium	Standard Feature	Metadata can also be leveraged during the searching process. Once a user has a list of search results, those results can be filtered by content specific metadata such as file type, date modified, folder location, owner, size, Box tags and the ability to search within specific Box functions such as comments, descriptions, file and folder name only or only within the content. In addition to the content specific metadata, Box search also allows for a Box metadata template and the values within the template to be applied to the search results. This allows for a highly targeted search result set for the content that the user is searching for.



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CMS-096	Search and navigation	The solution shall provide a RBAC-based full text search capability that searches both content (.docx, .xlsx, .pptx, .pdf, .rtf, .msg, .txt and .csv) and metadata.	High	Standard Feature	When searching, you can filter by file type, date modified, and file owner. Under the Metadata tab, you can filter results using custom metadata fields.  File Content Searching: The content within your files is also stored within the Box search index. The following file types support file content search: ".docx", ".doc", ".docx", ".xls", ".xlsx", ".ppt", ".pptx", ".pdf", ".rtf", ".msg", ".txt", ".csv", ".xml", ".json", ".yaml", ".yml", ".toml", ".ini", ".conf", ".log", ".sql", ".php", ".py", ".java", ".js", ".css", ".scss", ".less", ".sass", ".styl", ".vue", ".html", ".htm", ".md", ".markdown", ".tex", ".epub", ".mobi", ".azw3", ".kfx", ".fbz", ".indd", ".ai", ".eps", ".psd", ".tiff", ".tif", ".raw", ".dng", ".nef", ".arw", ".heif", ".heic", ".cr2", ".cr3", ".cr4", ".cr5", ".cr6", ".cr7", ".cr8", ".cr9", ".cr10", ".cr11", ".cr12", ".cr13", ".cr14", ".cr15", ".cr16", ".cr17", ".cr18", ".cr19", ".cr20", ".cr21", ".cr22", ".cr23", ".cr24", ".cr25", ".cr26", ".cr27", ".cr28", ".cr29", ".cr30", ".cr31", ".cr32", ".cr33", ".cr34", ".cr35", ".cr36", ".cr37", ".cr38", ".cr39", ".cr40", ".cr41", ".cr42", ".cr43", ".cr44", ".cr45", ".cr46", ".cr47", ".cr48", ".cr49", ".cr50", ".cr51", ".cr52", ".cr53", ".cr54", ".cr55", ".cr56", ".cr57", ".cr58", ".cr59", ".cr60", ".cr61", ".cr62", ".cr63", ".cr64", ".cr65", ".cr66", ".cr67", ".cr68", ".cr69", ".cr70", ".cr71", ".cr72", ".cr73", ".cr74", ".cr75", ".cr76", ".cr77", ".cr78", ".cr79", ".cr80", ".cr81", ".cr82", ".cr83", ".cr84", ".cr85", ".cr86", ".cr87", ".cr88", ".cr89", ".cr90", ".cr91", ".cr92", ".cr93", ".cr94", ".cr95", ".cr96", ".cr97", ".cr98", ".cr99", ".cr100".
CMS-097	Search and navigation	The solution will provide query results counts and the ability to refine the search, e.g., a simple count of the number of content items matching the current query must be displayed. The user must be able to explore the content represented in the result set or continue to refine the query. The user should have a way to cancel an in-process query that may be taking too long.	Medium	Configuration	Native search within Box allows users to further filter and refine results via the user interface filters (file-type, file owner, containing folder, date modified, size, and metadata template values) or via boolean terms. More advanced queries can be written against the Search API or Metadata query API. Search results do not natively display number of results for end users.
CMS-098	Search and navigation	The solution shall allow the user to save the query for reuse later. The saved query must have its own metadata, including, at a minimum: • A name or identifier • User notes and annotations.	Medium	Customization	After you initiate a search, the search query term and any filters are encoded as part of the URL – even the filters such as Date Modified are preserved. This makes saving a search query much easier. The two options to save a query are via Box's bookmark capability or via the browser's bookmarking feature. Saved searches can be stored in a custom application that interfaces with the Box Search API for more sophisticated query and search results. Box also has technology partners who have created custom search applications that plug directly in to your Box environment for this type of search automation.
CMS-099	Security and Access Control	The solution provides authorized access control that allows system administrators to assign predefined, definable user privileges, allowing users to only access the content they are authorized to use based on RBAC. It shall also allow a method to replicate a set of user permissions to different users.	High	Standard Feature	Upon account creation, a Box Admin role will be created as the master admin. The Box Admin can create additional co-administrator roles for the purpose of distributing administrative tasks. Users can be assigned as group administrators to add/remove other users from content access groups. Box breaks down users as managed users and external users with designated managed users being co-admins. Roles are further defined with respects to content access, a user can be a viewer or an editor.  Roles within Box are pre-defined under one of seven different levels of permissions this support
CMS-100	Security and Access Control	The solution shall provide RBAC that integrates with but is not exclusive to the DMF's Active Directory or other identity provisioning. The solution shall provide single-sign-on (SSO) ability.	High	Standard Feature	Box supports SSO via SAML 2.0 and acts as a service provider (SP) for SSO. The client must implement a federation service to act as an identity provider (IdP). An IdP is a user management tool connected to your user store and allows an admin or co-admin to define access to enterprise applications. Federation can be accomplished through an in-house or third-party provider.  If a Box Enterprise is using a Single Sign-On (SSO) provider with their deployment, Groups from the SSO provider can be brought into Box as well as group memberships including the addition and removal of members from a group.
CMS-101	Security and Access Control	The proposer shall provide backup, business continuity, and disaster recovery. The disaster recovery site must be geographically separated from the solution's production site. The provider shall back up daily, monthly, and quarterly at a minimum.	High	Standard Feature	Box has formal established Business Continuity and Disaster Recovery (BCDR) Plans, which include strategies, procedures and contact information to be used in the event of an incident or disaster.  All data is backed up immediately upon upload, before the user receives the "File uploaded successfully" message. This is true for every single version of every file that they upload as well. These real-time instantaneous backups, when coupled with trash management and retention policies achieve the primary backup objectives of recovery from a disaster (loss of site event), recovery from corruption (error, malware, or other corruption), and recovery from deletion.
CMS-102	Security and Access Control	The solution hosting platform, all solution components, data, database, disaster recovery site, and business continuity sites shall be physically located in the United States. All solution data, including disaster recovery backups, shall be stored in physical locations within the Continental United States.	High	Standard Feature	All Box data and redundant copies are stored in regions within the United States.

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CMS-103	Security and Access Control	The solution shall be FedRAMP compliant. The proposer shall acknowledge compliance and provide written guidance on how its product's functional capabilities can help the organization achieve HIPAA, CTS and PII compliance.	High	Standard Feature	Box is FedRAMP Moderate Authorized. In 2022, we are in-process at the High Impact level with the U.S. Department of Veterans Affairs (VA) as our sponsor. And at the agency level, the VA has granted Box a High Authorization to Operate (ATO), which includes an independent assessment of over 421 security controls, allows the VA to expand their use of the Content Cloud for highly
CMS-104	Security and Access Control	The solution will capture attempts by users to access content without successfully authenticating and retain these failures so that an authorized user can review them.	High	Standard Feature	Box is configured to notify a Box Administrator if a user attempts to login too many times. Additionally, using single sign-on, a user's account can be configured to be disabled or locked if there are too many unsuccessful login attempts.
CMS-105	Security and Access Control	The solution will notify solution administrators of repeated attempts (the threshold is definable) by users to access content without successfully authenticating and retain these notifications. The solution shall impose a user lockout when this threshold is met.	Medium	Configuration	Logs are generated for any unsuccessful login attempts against your Box environment. Most customers at scale manage Box user access via identity providers and single sign on tools, which often handle login flows outside of Box. Logic for this scenario to lock users out of their account would similarly be defined on the SSO side of the login flow.
CMS-106	Security and Access Control	The solution shall allow for native repository encryption for each specific repository, regardless of the protections they receive from the operating system and access control lists (ACLs).	High	Standard Feature	Box encrypts customer data in-transit (TLS 1.2+) and at-rest (AES 256-bit). Box uses an envelope encryption methodology where each file receives a unique data encryption key that is further encrypted with a key encryption key. Box also can be configured for customers to manage their own encryption keys on top of Box's native encryption via Box KeySafe.
CMS-107	Security and Access Control	The solution shall automatically scan all content for viruses and malware. If either is found, the solution must notify an administrator via email or a central admin console and restrict access to the infected content. A SaaS solution must provide this functionality without additional product purchases or configuration. Please specify the solution's antivirus system.	High	Standard Feature	Box Shield will analyze files uploaded by internal or external users to identify potential malware. This rule will detect malicious content and prevent the spread of such files by restricting download.
CSP-108	Security and Access Control	The solution shall manually and automatically label sensitive information. The label text must be customizable, and an administrator or other authorized user must be able to select what types of sensitive information should receive a given label.	Medium	Standard Feature	Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-109	Security and Access Control	The solution shall allow an authorized user to redact (manually block) out information within any content. The solution should provide an editing window and a tool to allow an authorized user to selectively eliminate the sensitive information, then save the redacted content to a separate file.	High	Configuration	This is a common integration between Box and scanning and OCR tools. Box saves the redacted version as a new version.
CMS-110	Security and Access Control	The solution shall capture digital signatures information associated with content defined as a record. The digital signature specific content and items or document shall be stored and managed by the solution. It is acceptable to satisfy this requirement by integrating with a separate service supported by the provider and included as part of the solution.	Low	Standard Feature	Box Sign is our native e-signature platform. We can also integrate with several other platforms including DocuSign and Adobe Sign.

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9/6/22

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-111	Security and Access Control	The solution shall allow an administrator to watermark documents. The solution shall be configurable to automatically add watermarks to documents based on simple rules such as document location, content and metadata. The watermark must be configurable to include a combination of free text and calculated values based on document metadata.	Medium	Standard Feature	Watermarking can be turned on per file and can be turned on at a folder level so that all content in the folder or newly added content to the folder will be watermarked in the Box preview experience. Watermarking can also be applied based on classification and can be applied automatically based on contents of the individual file (contains PII, custom terms, etc.).
CMS-112	Security and access control	The solution shall have item-level ACLs: An access control list (ACL) is a permission set that delineates the privileges accorded to a particular user, group of users or user role. The CSP must be capable of associating an ACL with an individual content item or object. For example, two documents that share the same content type and reside in the same folder must be able to have different security classifications and associated ACLs. Put simply, the CSP must allow a single item to have unique permission assignments.	High	Standard Feature	Box Shield offers native DLP protections, plus native integrations with other enterprise DLP tools. Classifications can be applied to individual files and folders of stored content within the content cloud.
CMS-113	Security and access control	The solution shall have transmission encryption: All content transmissions must be encrypted, even when the content is just moving between the CSP's servers or services on-premises, or between SaaS-based components. Transport encryption between users and the CSP must use Transport Layer Security (TLS) 1.2 or better.	High	Standard Feature	Box uses TLS 1.3 as the standard protocol to encrypt content uploaded to Box in transit. If a user's browser does not support the TLS 1.3 protocol, Box will use TLS 1.2. We use an Advanced Encryption Standard (AES) algorithm with a key size of 256 bits to encrypt data at rest.
CMS-114	Security and access control	The solution shall have configurable security precedence: When CSPs use the detailed and highly granular security options described in this document, conflicts may arise among various permission assignments. For example, a folder may have more restrictions than an individual document stored in that folder. Thus, an administrator must be able to configure orders of precedence among security settings and assignments. Likewise, a CSP must be able to manage and enforce a hierarchy of permissions that determines which classifications and settings are applied when a conflict arises.	High	Standard Feature	Permission levels on Box follow a "waterfall" design in which individuals have access only to the folder they are invited into and any subfolders beneath it. You can also be invited to individual files.  Additionally, Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification is available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-115	Security and access control	The solution shall have feature and function permissions: A CSP must be able to associate user privileges and restrictions with specific functions. These permissions must be delineated in a matrix-like manner that allows combinations of users, content and features to be managed via ACLs. In other words, permissions to use features and functions must be able to be layered on top of permissions to access certain content or locations. For example, a specific user may be restricted from creating workflows globally or translating certain document classes.	Low	Standard Feature	Various levels of feature and function access levels exist in Box. For example, Workflow creation capability can be enabled for all users or a subset of users. The file request function can be enabled for all users or a subset of users. E-signature through Box Sign can be enabled for all users or a subset of users.
CMS-116	Security and access control	The solution shall have location-based access control: Security and permission settings must be assignable to content by virtue of where that content is stored. A given folder, library or volume must support security and permission restrictions that govern any content stored within that location (as long as the content remains there). For example, one folder may be designated as private, whereas another may be designated as public. A document would be restricted while stored in the private folder, but would become accessible to other users if moved to the public folder. By default, any location-based security and permission settings must be applied in addition to any content-type and class-level settings so that security and permission	Low	Standard Feature	Permissions can be applied at the folder level with 7 different levels of granular access control: <a href="https://support.box.com/hc/en-us/articles/990044196413-Understanding-Collaboration-Permission-Levels">https://support.box.com/hc/en-us/articles/990044196413-Understanding-Collaboration-Permission-Levels</a> Additionally, classifications can be applied at the folder level as well to provide even more access control.

Req #	Category	Requirement	Priority	Vendor Response	Vendor Comments
CMS-117	Security and access control	The solution shall have notification of unauthorized access attempts: It must be possible to automatically alert an administrator or other designated user of any attempted access where authentication fails or the user is unauthorized to access the content. A threshold number of unsuccessful attempts prior to notification must be configurable. Notification must be an action for both content groups and individual.	High	Standard Feature	Box is configured to notify a Box Administrator if a user attempts to login too many times. Additionally, using single sign-on, a user's account can be configured to be disabled or locked if there are too many unsuccessful login attempts.
CMS-118	Security and access control	The solution shall have logging and auditing of permission changes: The full details of any change to the security or permissions associated with a content item must be captured and retained as metadata or in a system log. These logs must be immutable and available for inspection. Logs must be retained for at least 18 months after the date the events occurred, or support must be provided for the export of logged activities in the Library Services section.	High	Standard Feature	The Box platform has extensive audit trail capabilities, including provision of configurable audit reports on demand, and can provide logical security controls to prevent unauthorized access. Box has a user activity log of action taken including the time, date, username, user login, action, affected item action was taken on, in the user activity log. The event log records information about file and folder creation, modification, and deletion. Event logs are available for review for seven years and a customer's Box Administrator can export the logs to meet their retention needs via Event API.
CMS-119	Security and access control	The solution shall have native repository encryption: To enhance the security of content managed by a CSP, all repositories must have the option to be encrypted, regardless of the protections they receive from the operating system and ACLs. Relying only on disk-level encryption such as BitLocker is not sufficient to meet this criterion. It is acceptable for the CSP to encrypt all repositories by default without the option to disable this feature.	High	Standard Feature	Standard Box encryption and the option to manage your own encryption keys on top of Box with KeySafe.
CMS-120	Security and access control	The solution shall integrate with a DLP system: Data loss prevention (DLP) systems question or prevent the transmission of proprietary or confidential information to inappropriate recipients. A DLP system, for example, will question a user sending a social security number to an outside party. CSP integration with a DLP system can occur in the following ways:  Via connectors to a third-party DLP system.  By using the DLP solution already in place if the CSP stores files on a storage device.	High	Standard Feature	Box Shield offers native DLP protections, plus native integrations with other enterprise DLP tools.
CMS-121	Security and access control	The solution shall have content-type and class-level access control: Security and permission settings must be assignable to content types and classifications. Content item classes, such as contracts, sales reports or invoices, must be able to have their own security and permission restrictions, independent of users or specific instances of the content type. These security and permission settings must apply regardless of the location within the CSP where these content types and classifications are stored. For example, all invoices must be able to have common baseline security properties.	High	Standard Feature	Box Shield allows you to create classification labels and associate access policies to those labels. These labels can be applied to files and folders of stored content within the content cloud. In addition to file and folder classification that is applied by the content owners, Automated Classification available as well. This enables you to automatically apply policy-based security classifications to your sensitive enterprise content. These classifications can be applied regardless of location and are maintained if the content is moved.
CMS-122	Security and access control	Any changes to the link from document to document or independently managed content components or elements (for example, images or boilerplate) must be visible and explained in the referencing of the document or the administrator must be automatically notified.	High	Standard Feature	Changes to documents can be tracked via automated in-line version history. All file versions are immutable and can be previewed directly in the browser. Shared links are unique dynamic references to the most recent version of content stored within Box.
CMS-123	Security and access control	The solution shall allow an authorized user to modify existing workflows using custom scripts or code.	Medium	Standard Feature	Some options for modification via API, most Box Relay workflow configuration and modification occurs through the user interface without coding or scripting.

ATTACHMENT II

CONTRACTOR QUOTE





## Government - Price Quotation

Box.com Government at Carahsoft

Carahsoft Technology Corp.

11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

carahsoft.

TO: Angelena Sampson  
Program Officer – Contract Manager  
Nevada Department of Motor Vehicles  
2701 E. Sahara Avenue  
Las Vegas, NV 89104 USA

FROM: Sam Simpson  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: AngelenaSampson@dmv.nv.gov

EMAIL: Sam.Simpson@carahsoft.com

PHONE: (775) 684-4504

PHONE: (571) 662-3410

FAX: (703) 871-8505

TERMS: Contract Number: 99SWC-NV24-17504  
NASPO Master Contract Number: AR2472  
Additional Terms: Nevada Participating Addendum  
Contract Term: 06/15/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO:	44416946
QUOTE DATE:	04/08/2024
QUOTE EXPIRES:	04/30/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$58,666.75
TOTAL QUOTE:	\$58,666.75

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	AR2472-CAR001-103	Custom Professional Services. Scoped Milestone. SOW Required. Box Consulting Hours One Time Charge 10 Hours Carahsoft Technology Corporation - AR2472-CAR001-103 Start Date: 04/30/2024 End Date: 09/14/2026	\$2,346.67 COOP	25	\$58,666.75
SUBTOTAL:					\$58,666.75
TOTAL PRICE:					\$58,666.75
TOTAL QUOTE:					\$58,666.75

In this Order, Customer will be entitled to 250 hours of Box Consulting Hours.

For the avoidance of doubt, the Prorated Unit Price is calculated by dividing the Prorated Order Price for a Product Type by the number of Units ordered for that Product Type. The Prorated Unit Price is for included for Reseller's convenience only, and may be subject to rounding by Box. The Total Prorated Amount is the amount payable under this Order.

Reseller hereby confirms that Customer's purchase of the above Products from Reseller will be made subject to the following agreements, as such agreements exist between Box and Customer: The following agreements are not binding on Reseller and represent direct agreements between Box and Customer.

Box Consulting Hours Statement of Work can be found at the following Link:  
<https://cloud.box.com/v/box-consulting-hours>

This order form is governed by the Box Service Agreement, which can be found: <https://www.carahsoft.com/Eula/Box>