



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 15, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with DiExSys for the road safety Vision Zero Suite crash analytics software. Contract Value is \$177,500 for 5 years. Funding is through the County Road Fund. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	-Safe, Secure, and Livable Communities -Strong Infrastructure		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Carl Olson	Contact Phone	503-742-4684

EXECUTIVE SUMMARY: The Department of Transportation and Development requests a five year and one month contract with DiExSys for the software license of Vision Zero Suite. Vision Zero Suite is a traffic safety software package for conducting roadway network safety screening, diagnostics, testing safety countermeasures, and determining the economic benefit of safety improvements. The original software was purchased in 2020 and included five years of annual fees. Vision Zero Suite is the primary traffic safety Software used within the Traffic Safety Division to screen, analyze, and identify traffic safety projects for the County road network and can be used for city roads and state highways too.

PROCUREMENT PROCESS: This is a direct appoint contract. This software has been approved for use in the organization by Technology Services and falls under Clackamas County Code Appendix C, Division C-047-0288 (15)(a) Efficient Utilization of Existing Equipment or Supplies.

RECOMMENDATION: Staff respectfully recommends the Board approval of this contract with DiExSys, LLC for road safety analytics software Vision Zero Suite.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

For Filing Use Only

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 0000001587**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Transportation and Development and DiExSys, LLC (“Contractor”). This Addendum shall be attached to, and incorporated into, the Software License & Services Agreement (“Contractor Agreement”). As used below, “Contract” means this Addendum and the Contractor Agreement. To the extent there is any conflict between the Addendum and the Contractor Agreement, the terms of this Addendum shall control.

- 1. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 30, 2030.
- 2. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$177,500 for performing the work required by this Contract.
- 3. County Contract Administrator.** The County Contract Administrator for this Contract is **Laura Kitts**.
- 4. Invoices and Payments.** Invoices shall be submitted to: lkitts@clackamas.us

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefore.

- 5. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 6. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

7. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- A.** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- B.** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- C.** Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- D.** As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

8. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

9. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

10. Compliance. Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.

11. Confidentiality. Notwithstanding anything to the contrary, County’s obligations under the Contractor Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While County will make good faith efforts to perform under the Contractor Agreement, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Contractor Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor’s position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

12. Tax Compliance. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

13. Indemnification. Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

14. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

15. Records. Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

16. Subcontractors. Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.

17. Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

18. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

DiExSys, LLC.

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Digitally signed by
a320-1a296d3a0203
Date: 2025.12.24 08:42:21 -07'00'

Authorized Signature

12/24/2025

Jake Kononov, CEO

Clackamas County

Authorized Signature

Date

Craig Roberts

Name/Chair

Approved for Legal Sufficiency:

Amanda
Keller

Digitally signed by
Amanda Keller
Date: 2025.12.29
12:01:01 -08'00'

Clackamas County Counsel

Date

December 22, 2025

Carl Olson, PE
Clackamas County Department of Transportation
Clackamas County Public Works
150 Beavercreek Road
Oregon City, OR 97045

Re: Vision Zero Suite Traffic Safety Analysis Software- 5 Year Quote

Dear Joe:

Per your request DiExSys LLC is pleased to submit a 5-year Quote for continuing use of DiExSys **Vision Zero Suite® (VZS)** software and Management System.

DiExSys Vision Zero Suite (VZS) is a Software as a Service (SaaS) Highway Safety Manual (HSM) compliant, web-enabled application. It is designed to provide decision support on the journey toward a shared vision of zero traffic fatalities. DiExSys VZS provides predictive, diagnostic, analysis and GIS mapping tools which reveal the nature and magnitude of the safety problems on the network, segment, and intersection levels. VZS is capable of evaluating cost-effectiveness of safety improvement strategies, enabling network screening, transportation planning, producing observational before-and-after studies, and leveraging GIS mapping.

*DiExSys LLC is the developer and Sole Source provider of **Vision Zero Suite® (VZS)** a proprietary software product. Currently there is no product on the market or available from academia that will provide the immediate, proven in use, functionality for analyzing crash data found in the DiExSys Vision Zero Suite (VZS).*

VZS is the only AASHTO-Highway Safety Manual (HSM)-compliant Software as a Service (SAS) product on the market at present fully integrated with Clackamas County crash, roadway and traffic databases.

At present VZS is the only HSM-compliant software with fully implemented Level of Service of Safety (LOSS) analysis capabilities (HSM-requirement) that also corrects for the regression to the mean bias.

There is no Software as a Service (SAS) product on the market other than VZS ready for the immediate deployment at Clackamas County capable of using Oregon-specific Predictive and Diagnostic Tools.

VZS is the only product on the market encoded with Oregon-specific Safety Performance Functions for Oregon roadway segments and intersections required for data-driven safety management in Oregon.

VZS is the only product on the market capable of pattern recognition analysis of Clackamas County roadway segments and direct diagnostic crash analysis of intersections using Oregon-specific stratified diagnostic norms encoded in VZS.

VZS is the only product on the market presently encoded with Oregon-specific stratified diagnostic norms for Oregon segments and intersections required for data-driven safety management in Oregon.

Unlike other products, the use of VZS-WEB integrated with GIS mapping is highly intuitive and it does not require any prior knowledge of statistics or database management. Over the years engineers, planners, and technicians of Clackamas County have come to rely on VZS in their daily work and interaction with citizens.

VZS and LOSS concept have been deployed at Clackamas County and are an integral part of its safety analysis methodology.

VZS is the only product on the market with *newly developed predictive module* to assist Clackamas County with evaluating safety impact of the proposed development using Oregon SPF.

VZS is the only product on the market encoded with *new SPF and diagnostic norms for the Oregon roundabouts*.

VZS is Software as a Service product and will not require any support from the Clackamas County IT department. Detailed description of VZS capabilities is provided with this proposal on pages 3-7.

Thank you for the opportunity to offer our product and services.
Sincerely,



Jake Kononov, PhD, P.E.
DiExSys, LLC

DiExSys Vision Zero Suite Description

DiExSys™ is an abbreviation for the **Diagnostic Expert System**. DiExSys and Vision Zero Suite are registered trademarks of the DiExSys Corporation and VZS software is copyrighted with the US Patent and Trademark Office. VZS is the state of the art suite of analytical tools designed to provide decision support analysis for solving road safety problems. It is intended to be used by the transportation engineers and planners for project level decision support analysis and system level planning.

In addition to safety decision support analysis for planning, design and operations of roads VZS has extensive capabilities for planning and deployment of targeted enforcement activities.

DiExSys VZS provides predictive, diagnostic and analysis tools which reveal the nature and magnitude of the safety problems on highway segments and at intersections. It also provides cost-effectiveness analysis capabilities for the evaluation of safety improvement strategies. Diagram 1 provides a general description of various features of the DiExSys VZS. VZS tools are designed to be *highly intuitive* and versatile and are equally applicable for use in the office as well as during field visits.

The decision support analysis of safety problems provided by DiExSys VZS is designed to follow the process of project scoping; additionally, it provides a platform for system level planning. The flexibility provided within the DiExSys VZS framework allows matching the extent of safety improvements to the scope of the project.

The DiExSys™ expert system approach uses state of the art methodology for road safety analysis encoded within VZS Oregon-specific safety knowledge base to solve safety problems effectively and efficiently. The composition diagram of the DiExSys VZS of Clackamas County Roadway Safety Expert System is provided on Diagram 1.

Use of VZS will significantly increase the productivity of Clackamas County staff engaged in safety programming and project scoping. Use of VZS will also identify existing safety problems with much greater accuracy and effectiveness; it will ensure optimal investment of limited resources which will result in greater accident reduction with high benefit/cost ratios.

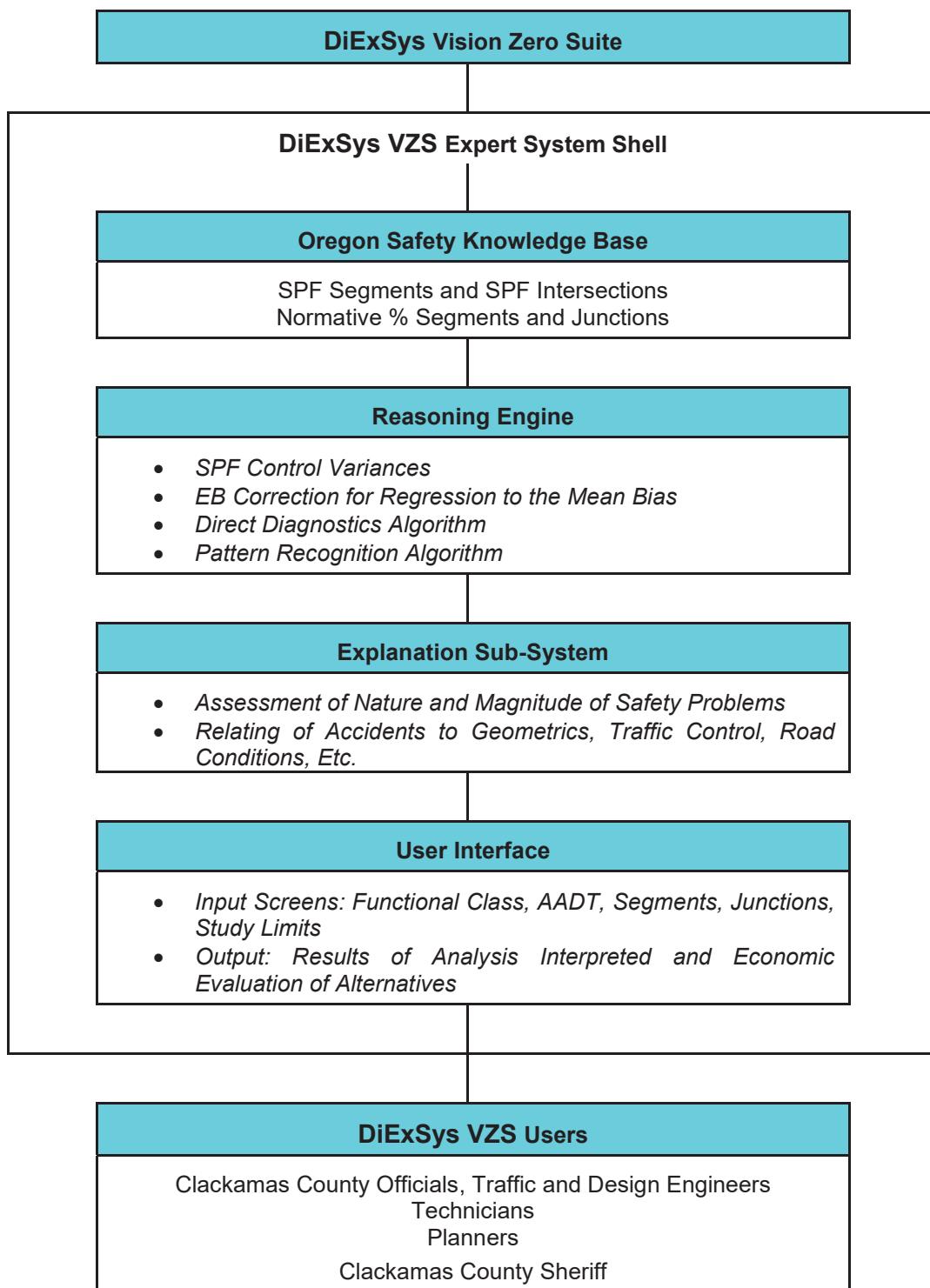


Diagram 2
DiExSys Clackamas County VZS Roadway Safety Expert System

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (hereinafter referred to as "Agreement") is entered into by and between DiExSys LLC (hereinafter referred to as "Contractor"), with offices at 3717 Windchime Cr., Castle Rock, CO and Clackamas County.

TERM:

The term of this Agreement shall be the twelve (12) or (36) months period beginning on the effective date. The City has the right to renew the contract annually for additional 12-month period upon concurrence of the Contractor and all appropriate approvals.

APPLICABLE LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

GRANT OF LICENSE:

Contractor hereby grants to the County a non-transferable non-exclusive license to use Vision Zero Suite software for its own internal purposes for a period of 36-months.

OWNERSHIP:

Vision Zero Suite Software is owned by the Contractor and is protected by United States copyright laws and International treaty provisions. Paying the annual license fee allows the County, and its employees to use the Software for a 12-month period. Its use, however, is restricted to the Clackamas County employees only, using the County computers and working on the County projects. All users of this software may not rent, lease or give the Software, nor may modify, adapt, translate, reverse engineer, decompile, or disassemble the Software. If any user of this software violates any part of this agreement, the user's right to use this Software terminates automatically and user must then destroy all copies of the Software in user's possession.

COPIES:

Other than copies for internal use only, Licensee shall not distribute copies of the product or documentation, or any part thereof, without the express written consent of the Contractor. Documentation shall be defined as any information about the Product distributed with the product.

MAINTENANCE AND TRAINING:

License fee includes one (1) year of maintenance and one (1) day of training at the County's offices or virtually as selected by the City. Maintenance shall include technical support consisting of: e-mail as well as telephone-based support to users, providing a number to call. The support service will include technical consultation, Monday through Friday 8:00a.m. to 5:00p.m. MST, with a 30 Minutes or less response time. Maintenance will begin on the first business day following the deployment of the software on County's computers.

WARRANTIES:

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

TRAINING

DiExSys LLC will instruct two 1-day VZS Training class for the Clackamas county employees Public Works and Public Safety on mutually agreed dates. This training class will offer a methodological foundation and analytical framework for the explicit consideration of safety in highway design, traffic operations, transportation planning and Enforcement Activities using VZS software. It will provide a practical approach to solving a complex problem of road safety by integrating elements of geometric design, traffic operations, statistics and risk analysis. County engineers, technicians, planners and Police staff taking the course will gain a comprehensive understanding of the relationships between geometric design and road safety, safety performance of various roads, principles of diagnostics and pattern recognition, benefit cost analysis and optimization strategies. Throughout the course real life case histories, including intersection and highways in the Clackamas County will be used to illustrate the application of the introduced concepts. Training will include the following:

- Explicit Consideration of Safety in Highway Design, Traffic Operations and Transportation Planning.
- Problems with Using Accident Rates
- How to measure safety
- Oregon Safety Performance Functions and Level of Service of Safety
- Relationship between Safety and Congestion and Safety and the Number of Lanes
- Regression to the Mean (RTM) Bias and its Correction using Empirical Bayesian Method
- Diagnostic Analysis Using Statistical Pattern Recognition and Oregon Diagnostic Tables
- Overview of DiExSys Vision Zero Suite and Highway Safety Manual
- Safety Assessment Analysis and Report Preparation
- Review and Analysis of Case Histories using Oregon Predictive and Diagnostic Tools
- Use of VZS Predictive, Diagnostic, Graphic, Mapping and Economic Evaluation Tools

It is assumed that Clackamas County will provide training facilities and computers for the participants.

VENDOR'S – QOUTE (5 YEAR)

Cost Summary Table		
Clackamas County 1 Month VZS License	1 Month 12/1/2025-12/31/2025	\$2,500
Clackamas County Annual VZS License Year 1	12 Months 1/1/2026-12/31/2026	\$30,000
Clackamas County Annual VZS License Year 2	12 Months 1/1/2027-12/31/2027	\$30,000
Clackamas County Annual VZS License Year 3	12 Months 1/1/2028-12/31/2028	\$30,000
Clackamas County Annual VZS License Year 4	12 Month 1/1/2029-12/31/2029	\$30,000
Clackamas County Annual VZS License Year 5	12 Month 1/1/2030-12/31/2030	\$30,000
Training and Support Year 1	Training Scheduled as Needed	\$5,000
Training and Support Year 2	Training Scheduled as Needed	\$5,000
Training and Support Year 3	Training Scheduled as Needed	\$5,000
Training and Support Year 4	Training Scheduled as Needed	\$5,000
Training and Support Year 5	Training Scheduled as Needed	\$5,000
Total		\$177,500

Sincerely,



Jake Kononov, PhD, P.E.
DiExSys, LLC



SOFTWARE LICENSE & SERVICES AGREEMENT
(Signature Page)

Effective Date: 12/1/2025

Licensee Information:

Name: Clackamas County Public Works
Attention: Carl Olson, P.E., County Traffic Engineer
Address: 150 Beavercreek Road, Oregon City, OR 97045

Phone: 503-742-4684
Fax: _____
E-mail: Olson, Carl <COlson@clackamas.us>

Billing Contact: (if different than Licensee Contact)

Name: _____
Attention: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

State of Formation: _____

Entity Type: Corp. LLC Partnership Other: _____

Licensee Tech or Relationship Manager Contact:

Name: Carl Olson
Address: _____

Phone: _____
Fax: _____
E-mail: _____

DIEXSYS LLC ("Licensor")

3717 Windchanc Cr.
Castle Rock, Colorado 80104
Phone: (303) 910-1401
E-mail: Jake.Kononov@diexsys.com

This Software License & Services Agreement (this "Agreement") provides Licensee with (1) a license to access and use Licensor's Software in the manner and by the users identified in Attachment A, (2) maintenance and support services, and (3) if a Service Order is attached, software customization, development, implementation, training or other services. This Agreement comprises this Signature Page, and the attached General Terms and Conditions, and the Service Order defined below. This Agreement supersedes any provision of any Licensee-provided purchase order or services, vendor, or license agreement and all proposals, whether written or oral, and any other communications between Licensee and Licensor relating to this Agreement whether before or after the Effective Date. Any services beyond the license granted here, such as integration, installation, or software customization, shall be specified in written documents ("Service Order(s)"). To be effective, each Service Order must be signed by an authorized representative of each party. The terms and conditions of this Agreement shall apply to each Service Order, whether or not this Agreement or its terms and conditions are expressly referenced in the Service Order; *provided, however, that a Service Order may be used to amend this Agreement if it clearly states that it is amending this Agreement and specifies the extent of the amendment.* If there is any conflict or inconsistency between the documents comprising this Agreement, the documents shall be interpreted in the following, descending order of precedence: (i) this Signature Page, (ii) the General Terms and Conditions, (iii) Service Order(s) (except to the extent it clearly states an amendment, which amendment shall take precedence), and (iv) any other attachments specifically referenced in writing as being attached hereto.

LICENSEE: Clackamas County

SIGNATURE

NAME

TITLE

DIEXSYS LLC:

SIGNATURE

Jake Kononov, Ph.D., P.E.

NAME

Chief Executive Officer

TITLE

General Terms and Conditions

THESE GENERAL TERMS & CONDITIONS apply to and form part of the Agreement (as defined in the Signature Page to which these General Terms & Conditions are attached) entered into on the Effective Date stated therein, between **DIEXSYS LLC** ("Licensor") and the Licensee identified in the Signature Page.

1. DEFINITIONS and RULES OF INTERPRETATION.

1.1 Definitions. In addition to the terms defined in the Signature Page and elsewhere in these General Terms and Conditions, the following terms shall have the assigned meanings:

"Authorized Users" means employees of Licensee.

"Fees" means fees for the Software and services set forth on Attachment A.

"Licensee Credentials" means the valid user ID and password combination that provides end user access to the Software.

"Personal Information" means a person's name, social security, employee identification or similar tax id numbers; driver's license, passport or other similar identification numbers; bank, credit card, or debit account numbers; access codes, passwords, PINs, an individual's past, present or future physical or mental health or condition; the provision of health care to an individual; the past, present, or future payment for the provision of health care to an individual; and any other similar information relating to or regarding such individual or entity.

"Software" means the Vision Zero Suite (VZS) Software which employs predictive and pattern recognition analytics to produce augmented intelligence needed for effective road safety management. VZS is provided to Licensee as a service hosted on Microsoft's Azure hosting environment utilizing Azure's SQL Database and associated management tools/retention-policies.

1.2 Rules of Interpretation. Unless otherwise specified: (a) "or" is not exclusive and includes "and/or"; (b) "including" means "including, without limitation"; (c) "shall" means 'has a duty to; is required to'; (d) whenever a term is defined herein, the definition ascribed to such term, and each common noun and pronoun, shall be equally applicable to both the singular and plural forms of such term and to masculine, feminine and neuter genders of such term; (e) references to sections, subsections, paragraphs, Service Orders, or attachments shall refer to such portions of this Agreement unless otherwise specified, and each such document is incorporated into this Agreement as though set forth fully herein; (f) unless the context shall clearly indicate otherwise, or may otherwise require, in this Agreement the terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Agreement as a whole and not to any particular section or subsection hereof; (g) the headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

2. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, nontransferable right and license to access, operate, and run the Software and documentation during the term of this Agreement for its own internal purposes. At its sole cost and expense, Licensee shall be responsible for providing and maintaining all necessary computer hardware, software (such as operating systems and web browsers), and telecommunications equipment required for its access to and use of the Software. This license includes the right to work with Licensor under the terms of any Service Order to ensure that the Software is compatible with Licensee's network environment, the Licensee's own software, and any third-party software that will interact with the Software.

2.1 Limitations. Except as specifically permitted in this Agreement, Licensee shall not directly or indirectly:

(a) distribute, convey, lend, lease, share, sell, transfer, sub-license, rent, or time share the Software, or any of its components or product keys, or permit third parties to download or install the Software;

(b) copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Software, or modify, adapt, translate or create derivative works based upon the Software;

(c) alter or circumvent any product, key or license restrictions, or transfer or reassign a named user license or entitlement, in such a manner that enables Licensee to exceed purchased quantities, defeat any use restrictions, or allows multiple users to share such entitlement to exceed purchased quantities;

(d) use, offer, embed, or otherwise exploit the Software in any managed service provider (MSP) offering; platform as a service or integration platform as a service (PaaS or iPaaS) offering; service bureau; or other similar product or offering, including offering the Software as a hosted service;

(e) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law; or

(f) interfere with or disrupt the integrity, operation, or performance of the Software or interfere with the use or enjoyment of it by others.

2.2 System Access. Access by Licensee's Authorized Users to the Software requires Licensee Credentials. Licensor

will assign the initial Licensee Credentials for Authorized Users or administrators upon registration and full payment of any the Fees then due in accordance with the provisions of this Agreement. Unauthorized access to the Software is a breach of this Agreement. Licensee assumes all responsibility for keeping the Licensee Credentials secret. Licensee further assumes all responsibility and liability for any use of the Licensee Credentials, and Licensee shall notify Licensor immediately upon becoming aware of any abuse or a security breach of the Licensee Credentials, including any use of the Software not authorized by this Agreement.

2.3 Ownership of Modifications. Any separate copyright or other intellectual property rights of any nature that come into existence at any time as a result of any modification or alteration of the Software, or entry of data into the Software, created by or for Licensee, shall vest solely in Licensor, and Licensee assigns all rights, title, and interest, including, but not limited to, copyright in the modifications to the Software and related data to Licensor. Any Licensee IP which is not considered by Licensor, acting reasonably, as part of the Software shall vest solely in Licensee and Licensor hereby assigns, to the extent allowed under applicable law, all rights, title, and interest, including but not limited to, copyright in the enhancements made by Licensee, in and to such Licensee IP to Licensee.

2.4 Proprietary Rights. This Agreement provides to Licensee a limited license only. Licensor and its licensors retain all rights; title and interest in and to the Software and Licensee shall not take any action inconsistent with such title and ownership. Under this Agreement, Licensee does not acquire any rights of ownership in the Software. Licensee acquires only the right to use the Software subject to the terms of this Agreement. Licensee acknowledges and agrees that the Software may contain code or require devices that detect or prevent unauthorized use of the Software.

2.5 Support & Upgrades. Licensor will provide support and maintenance services for the Software as set forth in Attachment B. Licensor will provide periodic updates to the Software at its discretion, at no cost to Licensee, which will be scheduled and communicated to Licensee as soon as reasonably practicable before such periodic update.

3. TERM. This Agreement shall commence on the Effective Date and shall continue for five years unless it is terminated in accordance with the provisions of Section 4, *provided, however, that any Service Order with a termination date after the termination date of this Agreement shall extend this Agreement accordingly, unless that Service Order is also terminated. The term of each specific Service Order shall be set forth in the Service Order.*

4. TERMINATION. 4.1 By Licensor. In addition to any other rights at law or in equity, Licensor may immediately suspend access to and use of the Software by Licensee or terminate this Agreement or any Service Order if Licensee (i) fails to make payment of Fees or for services specified in any Service Order when due and to remedy such non-payment within 5 business days after receipt of written notice

thereof from Licensor; (ii) commits a breach of any of the material terms of this Agreement (other than a breach addressed in (i) above) and fails to remedy such breach within 20 days after receipt of written notice thereof from Licensor. If Licensor terminates this Agreement Licensee shall pay Licensor for all amounts due through and including the date of termination.

4.2 By Licensee. In addition to any other rights at law or in equity, Licensee may terminate this Agreement and any Service Order if Licensor: (i) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; (ii) commits a breach of any of the material terms of this Agreement and fails to remedy such breach within 40 days after receipt of written notice thereof from Licensor; or (iii) upon sixty days advance notice to Licensor. If Licensee terminates this Agreement pursuant to this Section 4.2, Licensee shall pay Licensor all amounts due through and including the date of termination.

5. PRICING, BILLING and PAYMENT. As consideration for the license and services provided by Licensor, Licensee shall pay to Licensor the fees specified on Attachment A. In some instances, advance payment or deposit shall be required before Licensor commences services, which shall be specified in the applicable Service Order. Any amounts due hereunder that are more than 30 days past due shall accrue interest at the lesser of two percent (2%) per month or the maximum amount allowable by law, compounded daily, beginning with the 31st day following the date on which Licensee received the invoice, and continuing until paid in full. If Licensee disputes an invoice in good faith, Licensee may withhold the disputed amount, not to exceed twenty percent (20%) of the amount of the invoice, except that Licensee must: (a) notify Licensor at least ten (10) days before the invoice is due of any such disputed amount, specifying the nature of the dispute or inaccuracy; and (b) pay any undisputed amount when due hereunder.

6. TAXES. All prices and other charges due hereunder are exclusive of all applicable taxes, including value added tax, sales taxes, and duties or levies imposed by any authority, government or government agency, the payment of which shall be the sole responsibility of Licensee, and Licensee agrees to indemnify and hold Licensor harmless from any liability therefore.

7. EQUIPMENT AND MATERIALS NOT PROVIDED BY LICENSOR - ACCESS TO LICENSEE DEVICES. Licensor shall not provide any Licensee premise equipment or other equipment or mobile devices, nor any software, to Licensee except as specifically set forth in this Agreement. If Licensee or third-party equipment or software impairs Licensee's use of the Software, Licensee shall nonetheless be liable for payment of Fees.

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9. DATA SECURITY AND STORAGE. **9.1** Licensee grants Lessor a non-transferable (except for the right to sublicense to any applicable Vendor) license to the Licensee Data for the sole and exclusive purpose of providing the Software, including, without limitation, a license to store, record, transmit, destroy, and display the Licensee Data to the extent necessary to provide the Software to Licensee. Lessor and its Vendors shall only be obligated to maintain and store Licensee Data during the term of this Agreement and shall only backup or archive the Licensee Data as necessary to comply with the terms and provisions this Agreement. Licensee Data shall not include any personally identifiable information of any person and therefore Lessor shall not be obligated to provide data security or breach detection sufficient for the protection of personally identifiable information.

9.2 The Software may (but Lessor does not guarantee that it will) include back up of Licensee Data pursuant to Microsoft Azure file share backup systems whereby recovery points can be retained for a configurable retention period, in accordance with the Microsoft Azure back-up policy, as may be modified from time to time. Except for the foregoing, Lessor does not provide back-up services and it is Licensee's responsibility to regularly and independently save and back up the Licensee Data.

9.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY KNOWLEDGE THAT LESSOR OR ITS VENDORS MAY HAVE REGARDING THE TYPE OF DATA TO BE TRANSMITTED OR THE STATUS OF THE INDIVIDUAL OR ENTITY TRANSMITTING THE DATA, LICENSEE ACKNOWLEDGES AND AGREES THAT LESSOR SHALL NOT IN ANY WAY BE LIABLE TO LICENSEE FOR ANY LOSS, EXPENSE OR DAMAGE (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES) ARISING OUT OF OR RELATING TO ANY UNAUTHORIZED ACCESS TO OR USE OF THE DATA BY A THIRD PARTY SO LONG AS THE DATA BREACH WAS NOT CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF LESSOR.

10. CONFIDENTIALITY. Each party will have access to certain confidential information of the other concerning such party's business, products, services, technical data, trade secrets, technology, Licensees, employees, vendors, finances, products, services, inventions, processes, know-how and similar valuable, confidential information ("**Confidential Information**"). Each party shall use the Confidential Information of the other solely to perform this Agreement, and all Confidential Information shall remain the sole property of the respective parties. Respecting the

other party's Confidential Information, each party shall use the same care as it uses to maintain the confidentiality of its own Confidential Information, which shall be no less than reasonable care, and shall not disclose the Confidential Information to any third party without the written consent of the disclosing party, except to employees, consultants or agents to whom disclosure is necessary to the performance of this Agreement and who are bound by a duty of confidentiality. Information shall not be deemed confidential if it (1) is known to the receiving party prior to receipt from the disclosing party as reasonably evidenced by such party; (2) becomes known to the receiving party from a source other than one who is under an obligation of confidentiality to the disclosing party; (3) becomes publicly known or otherwise ceases to be confidential other than by a breach of the receiving party; (4) is independently developed by receiving party other than by a breach of this Agreement.

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11A. COMPLIANCE WITH COLORADO RULES OF TECHNOLOGY ACCESSIBILITY STANDARDS. Licensor warrants that the Software complies with the State of Colorado's accessibility law (HB21-1110), which adheres to the Web Content Accessibility Guidelines (WCAG) level A and AA.

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13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OR DAMAGED DATA, FAILURE TO ACHIEVE COST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, OR INCREASED EXPENSE OF OPERATIONS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE MAXIMUM AMOUNT FOR WHICH EITHER PARTY MAY BE LIABLE FOR ANY DAMAGES, LOSS OR EXPENSE ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID TO LICENSOR RESPECTIVELY DIRECTLY BY LICENSEE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

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The provisions of this Section 13 allocate the risks between Licensor and Licensee, and Licensor's pricing reflects the allocation of risk and limitations of liability specified herein.

14. INDEMNIFICATION. **14.1** To the extent authorized by the law of the State of Colorado, Licensee shall indemnify, defend, and hold harmless Licensor and its employees, directors, officers, representatives, and agents (collectively, the "Indemnified Parties") against any claim, suit, action, liabilities, costs, and expenses or other legal proceeding brought by a third party against the Indemnified Parties

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14.2 (a) Licensor shall indemnify, defend and hold Licensee and its officers, directors, employees, harmless from and against all Claims, alleging that Licensee’s use of the Software and documentation infringes or misappropriates: (i) any United States patent; or (ii) a copyright; or (iii) trade secret rights, provided that, Licensee promptly notifies Licensor in writing of any such Claim and Licensor is permitted to control fully the defense and any settlement of such Claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such Claim and may appear, at its own expense, through counsel reasonably acceptable to Licensor. Licensor may, in its sole discretion, settle any such Claim on a basis requiring Licensor to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation. If there is any preliminary injunction, temporary restraining order or final injunction, Licensor shall use best efforts to either: (i) obtain the right for continued use of the infringing Software and documentation; or (ii) modify the infringing Software and documentation to avoid such infringement while obtaining at least equivalent functionality; or (iii) substitute for the Software and documentation alternative equivalent software and supporting documentation while obtaining at least equivalent functionality; or (iv) after using best efforts which shall not exceed fifteen (15) days to provide (i), (ii) or (iii) above, provide a refund to Licensee of paid license fees for that part of the Software under claim of infringement, (unless such part is a major integral function of the Software, in which case a full refund of paid Fees would be reimbursable).

(b) Licensor shall indemnify, defend, and hold Licensee and its officers, directors, employees, harmless from and against all Claims arising from bodily injury or death of any person or damage to real or tangible personal property (including loss or use therefrom) caused by any negligent act or omission or by the willful misconduct of the Licensor, its employees, agents or subcontractors.

15. ASSIGNMENT. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party; except that Licensor may or assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its

assets or otherwise. Any attempted assignment or delegation in contravention of this Section 15 shall be void.

16. FORCE MAJEURE. No failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement (other than any payment obligation) shall give rise to any claim against such party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act of government, fire, natural disaster, accident, riots, shortage of materials or supplies, failure of telecommunications or Internet systems, or any cause reasonably beyond the control of a party, or any other circumstance commonly known as “Force Majeure”.

17. NOTICES. All notices, payments and other requirements and communications under this Agreement shall be writing and addressed to the respective addresses of each party as set forth in the first paragraph of this Agreement. All notices shall be given (i) by personal delivery; or (ii) by electronic communication, with a confirmation of receipt, or (iii) by registered or certified mail, return receipt requested. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery, if delivered during normal business hours, and if not delivered during normal business hours, on the next business day following the receipt; (ii) if by electronic communication on the next day following confirmed receipt of the electronic communication; and (iii) if solely by mail, on the next business day after actual receipt. The parties may change their respective addresses by notice as provided in this Section.

18. SEVERABILITY AND WAIVER. If any part or any provision of this Agreement is or becomes illegal, invalid, or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. No waiver by either party of any provision of this Agreement shall be binding unless made in writing. Either party’s waiver of any portion of this Agreement, or failure to insist upon strict performance of any provision of this Agreement, shall not be construed as a waiver of any of its rights hereunder.

19. GOVERNING LAW. The laws of the state of Colorado shall govern this Agreement, without reference to its principles of conflict of laws. The parties irrevocably consent and submit to personal jurisdiction before the federal and state courts in Colorado for all matters arising under this Agreement. Any legal proceeding relating to any cause of action of any nature arising from or relating to this Agreement may be brought only in Colorado.

20. WAIVER OF TRIAL BY JURY. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement or arising out of, under, or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party



hereto. This provision is a material inducement for Licensor and Licensee entering into the subject transaction.

21. ENTIRE AGREEMENT. The Government Addendum and this Agreement, including the relevant Service Orders, represents the entire understanding between the parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both parties.

22. SURVIVAL. Any provision of this Agreement which contemplates performance or observance after any termination or expiration of this Agreement (in whole or in part) shall survive any termination or expiration of this Agreement and continue in full force and effect.

23. COUNTERPARTS. This Agreement may be signed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by scanning and e-mail is as effective as an original signature.

ATTACHMENT A

THIS Attachment A applies to and forms part of the Software License and Services Agreement made as of 12/1/2025, between **DIEXSYS LLC** ("Licensor") and Clackamas County Public Works, ("Licensee").

AUTHORIZED USERS

All employees of Clackamas County

LICENSE FEES AND PAYMENT TERMS

Software license fee - \$ 30,000 per year, payable annually for a period of 5 years.

Training and Technical Support - \$5,000 per year, payable annually for a period of 5 years.

ATTACHMENT B **SUPPORT SERVICES**

THIS Attachment B applies to and forms part of the Software License and Services Agreement made as of 9/1/2024 between DIEXSYS LLC ("Licensor") and Clackamas County, ("Licensee").

Implementation Support

Support will be provided during implementation to ensure questions and concerns are addressed immediately. Licensor will provide appropriate levels of support during the implementation period to Licensee.

Customer Support

Licensor is committed to providing a high level of support throughout the Term of the Agreement. Licensee will contact Licensor for support for the Software. Licensor shall provide the following support services:

- Virtual meeting sessions, e-mail as well as telephone-based support to users, providing a number to call. The support service will include technical consultation, Monday through Friday 8:00 a.m. to 5:00p.m. MST, with 30 min. or less response time.
- Post deployment on-line training will be provided for Licensee personnel.

Technical Support Contact Information

IT Support Manager-Jim Williams jim.williams@diexsys.com, 303-720-7240

Road safety analysis technical support-Jake Kononov jake.kononov@diexsys.com, Ben Kiene ben.kiene@dexsys.com, Rich Sarchet rich.sarchet@diexsys.com, Gillian. McCarthy gillian.mccarthy@diexsys.com,

VZS related GIS Technical Support-Evan Kirby evan.kirby@diexsys.com

Upgrades and updates

Upgrades and updates will be provided via web by Licensor at no charge and without any allocation of IT resources by the licensee.

SERVICE ORDER

THIS Service Order applies to and forms part of the Software License Agreement made as of [date] _____
_____, between **DIEXSYS LLC** ("Licensor") and _____, ("Licensee").

Services