

## APPENDIX A - DEFINITIONS

**Acceptance** - a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

**Acceptance Testing** - the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Court.

**Confidential Information** - Various trade secrets and information of each party that either party desires to protect against unrestricted disclosure including without limitation either party's non-publicly available data, nonpublic Specifications, the software, security data, any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Contract, and information that is designated as confidential by the disclosing party that may be exempt from disclosure to the public or other unauthorized persons under applicable Court public records policies, court rules and statutes, or state or federal statutes. Court Confidential Information includes but is not limited to: defendant, victim, and employee personal information, including names, addresses, social security numbers, email addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; records designated as "restricted access" by court rule, court records that are restricted by state law, federal law, court rule, court order or case law, and such other Confidential Information as is described in this definition.

**Contractor** - The person or entity delivering Products or performing Services under the terms and conditions set forth in the Contract. Also, referred to as Vendor in the RFP.

**Contractor Technology** - Intellectual Property owned by Contractor prior to the Effective Date or developed and owned by Contractor outside the scope of this Contract (including modifications, enhancements, and derivative works based upon, and improvements to such intellectual property which are developed hereunder), including Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; the Documentation owned by Contractor; custom software except interfaces owned by the Court; and other Products; and Contractor's Proprietary Information.

**Court** - Any Superior, District, Municipal in Washington State including probation departments that participate in the EMVNT, or any local government seeking EMVNT services on behalf of its local courts.

**Data Center** – A group of networked computer servers used by the Contractor for the remote storage, processing, or distribution of data related to the EMVNT.

**Defendant** – Any person charged with, or convicted of, a criminal offense in which EMVNT has been ordered by the Court.

**Documentation** - All operations, technical and manuals used in conjunction with the Products, in whole and in part, product documentation and training sessions, including without limitation manuals provided by licensors of the third-party software.

**Equipment** – All devices used to successfully implement and maintain the EMVNT.

**Implementation** - The process for making the EMVNT fully operational for use by the Court.

**Monitoring Center** - Contractor's center that is staffed 24-hours, seven days a week that monitors the movement of the Defendant and alerts the Victim, law enforcement, and designated Court staff when alerts are activated for Defendant entering exclusion zones or when Defendant is within a prohibited proximity to the Victim.

**Product** - Materials, supplies, Services, and/or Equipment provided under the terms and conditions of this Contract, including Equipment, software (including embedded software), documentation, or any other Product supplied or created by the Contractor pursuant to this Contract.

**Proposal** - A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to the Request for Proposal (RFP) for EMVNT solution for the Courts of Washington State.

**RCW** – Revised Code of Washington.

**Request for Proposal (RFP)** - The document utilized to solicit EMVNT Proposals in the procurement and includes any amendments issued in writing to the RFP.

**Services** - The tasks and services to be performed by Contractor as described in the Contract.

**Subcontractor** - A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the Court.

**Staff** - Contractor's employees, Subcontractors and agents, and their employees and contractors, who shall provide the Services on behalf of Contractor.

**Statement of Work (SOW)** - Appendix to the Contract with the Court that describes Work to be accomplished by Contractor under the terms and conditions of the Contract.

**Vendor** - A provider of materials, supplies, services, and/or equipment for the EMVNT solution. Also, referred to as Contractor in the contract.

**Victim** – Any person who is identified by the Court as the party who is to be alerted by the EMVNT.