

DDI Contract No: _____

STATEMENT OF WORK NO. 1

This SOW, dated August 1, 2021 (“**Effective Date**”), is entered into by and between Development Dimensions International, Inc. (“**DDI**”) and County of Nevada, with a D-U-N-S ® Number of 01-097-9029 (“**Client**”) pursuant to the Master Products and Services Agreement dated August 1, 2021 by and between DDI and County of Nevada, all terms of which are hereby incorporated herein by this reference.

I. SUMMARY:

1. **Project Name:** Master Content License (“Master License”)
2. **Brief Description of Services:** DDI will provide Client with a three-year Master License for Client’s defined “Population” (defined below).

The Master License includes a Fixed Content License.

- The Fixed Content License grants unlimited access to, and use of, DDI intellectual property as is further described in Attachment No. 1 and includes the right for Client to print certain Materials in house. If a third-party printer is requested by Client, the third-party printer must sign a Non-Disclosure Agreement with DDI.

II. PRODUCTS AND SERVICES:

DELIVERY NOTE: (i) Prices set forth in the Products/Services/Fees charts below are valid for one year only as of the date set forth above; (ii) pricing is based upon a facilitator from the country of delivery and pricing assumes local facilitators; (iii) For any non-US deliveries, local rates will apply. USD quoted rates will vary based upon exchange rate fluctuations.

Products/Services/Fees	Price	Quantity	Total for Line
1. Three (3) –year Master License (“Master License Term”)	\$64,968 (“Master License Fee”) 3 annual installments of \$21,656	1	\$64,968
2. Public TS Trainer Certification Workshop	\$3,300 per participant billed @ registration Aug-Sept ’21	2	\$6,600
3. Public TS Program Manager Certification Workshop	\$3,000 per Program Manager billed @ registration Aug ’21	1	\$3,000
4. TS: Access® Software • Includes implementation planning, training for up to six (6) administrators (one (1) day	\$9,900 annually, billed after training in Fall, ’21; in August of 22 and 23.	1	\$9,900

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<p>on-site plus four (4) additional hours of phone consulting support), and system set-up.</p> <ul style="list-style-type: none"> • TS: Access® Software Annual License for up to three (3) TS: Access® Administrators and up to 100 interviewer licenses 			
<p>5. Taxes, Freight, Reimbursable Expenses, and Travel Time</p>	<p>Actual Cost</p>	<p>As incurred</p>	<p>Actual Cost</p>

III. DETAILS (by Line Item set forth in Section I. Summary Chart):

1. Master License components are described in Attachment 1. The “Population” is defined as #900 employees authorized to use the any portion of the Master License. The Master License shall be made available only to those Client employees who are part of the Population. Population must be directly employed by Client and not working for Client’s customers or subcontractors. Population can be in any country worldwide. Members of the Population are granted the right to access and use any, all, a portion of, or none of the Fixed Content License items described in Attachment No. 1. Pricing for the Master License is based upon the availability of the Master License to all members of the Population, not by the level of consumption of the Master License by any member of the Population. In the event that the Population increases during the Master License Term by more than 5% due to merger, acquisition, or reorganization, DDI shall have the right to adjust the Master License Fee accordingly by Amendment, as defined in the Agreement. Client must inform DDI in writing within six (6) months of Population increase. In the event Client terminates the Master License for its convenience, no refunds of Master License Fees will be made, and all remaining Master License Fees not yet invoiced will be invoiced to Client in one invoice, which Client shall pay in full within 30 days of its receipt of such invoice. Notwithstanding anything contrary in the Agreement, there is no termination for convenience under this SOW.
2. Set-up and consulting of TS: Access® Software
 - Set-up Consulting includes technical consulting and system set-up on a client specific realm;
 - TS: Access® users (Analysts; Interview Administrators; System Administrators, Editors, Interviewers) are provided logon information from the Client Administrator (CA), giving them secure access to the DDI TS: Access® site where they may complete the tasks required in the process.
 - DDI will import up to two (2) electronic files per TS: Access® purchase at initial set-up. Electronic data file consists of Work Content Experts and usernames, passwords and additional user information. (Client also has the option of inputting usernames,

passwords and additional information directly through Client's specific TS: Access® realm.)

- Set-up Consulting includes one day of TS: Access® Administrator Training for up to six (6) participants and up to four (4) hours of post-training support.
- The cost of Implementation Planning, Additional Administrator Training, and the Success Profiles: Foundations Workshop are NOT included.

IV. ADDITIONAL TERMS:

1. Master License Term:

Start: August 1, 2021

End: July 31, 2024

2. Invoicing Information:

A. Invoicing Schedule:

- (i) The Master License is a 3-year license. The total cost is \$64,968. For Client's convenience, DDI will invoice Client in equal annual installments, as follows:
1. Upon the full execution of this Master License \$21,656 plus taxes
 2. First anniversary of Start Date of this Master License \$21,656 plus taxes
 3. Second anniversary of Start Date of this Master License \$21,656 plus taxes

B. Client Invoice Address(es):

950 Maidu Ave.

Nevada City, CA 95959

Susan.kadera@co.nevada.ca.us

C. With a copy to Client Accounts Payable Address(es) and valid email address: Not required

D. Does Client require a purchase order? YES

E. Does Client required invoices be submitted into an online system? NO but we would prefer invoices to be emailed.

F. DDI Invoicing Office: DDI US Headquarters, Bridgeville, PA.

G. Currency for invoicing: USD

3. Additional Client responsibilities: The Client will assign appropriate individuals to fill the following roles:

- a. Client Administrator. The Client will designate one individual, or representative as the “Client Administrator” (CA). This individual will work with DDI to finalize implementation options for the initiative, including providing DDI an electronic data file containing TS: Access® usernames and other required information. (DDI will provide the CA a document detailing the required information). The CA will be provided with secure administrative access to the DDI-TS: Access® Web site where they can monitor the progress of the on-going implementation.
 - b. Technical Contact Person. The Client will also designate a technical contact person who will work with DDI prior to the beginning of the cycle to test access to the DDI-TS: Access® Web site from the Client’s locations. This person will also be the point of contact for DDI should issues arise that require technical input from within the Client’s organization.
4. **Competency License Provisions:** The competency library consists of 114 competencies plus 9 personal attributes provided as part of the TS: Program Manager Training Materials are licensed to Client on a fully paid, non-exclusive, non-transferable, non-sublicensable basis for use by Client for its internal business purposes, for so long as Client is using Targeted Selection. These competencies may be used by Client only in support of its Targeted Selection program. They may not be loaded into any other software product without DDI’s prior written consent. While minor, non-substantive modifications may be made to the competencies by Client, no derivative works may be made from the competency library without DDI’s prior written consent. In the event Client wishes to use the competencies for any other purpose than supporting its Targeted Selection program, DDI and Client shall agree in a separate writing on any additional license terms and fees. These competency library and all Program Manager Materials belong to Client, not any individual Program Manager.
5. **Additional Attachments:**
- Attachment No. 1 – Master License Fixed Content Components

By the signatures of their duly authorized representatives below, Client and DDI, intending to be legally bound, agree to all the provisions of this Statement of Work.

AGREED TO AND ACKNOWLEDGED:

CLIENT:

County of Nevada

By: _____

Name _____

(Print): _____

Title: _____

DDI:

Development Dimensions International, Inc.

By:  _____

Name _____

(Print): Patsy Tsao

Title: SVP & CFO

DDI Legal

Approval  _____

Initials: _____

ATTACHMENT NO. 1
Master License Fixed Content Components

The following DDI intellectual property is included in the Fixed Content portion of the Master License.

DDI hereby grants to Client a nonexclusive, nontransferable, non-sublicensable license to access the Content via DDI's third party hosting provider and a license to use DDI Content and Tools as described herein. Use of the Content, Tools and Materials shall be limited to Client's regular internal business matters. All Content, Tools and Materials must retain a DDI copyright. Client has the right to modify Materials received under a Master License, in accordance with the following procedures: Client must submit to DDI one copy of each modification or derivative work created; such will be used for recordkeeping purposes. All resulting derivative works will bear attribution and a DDI copyright notice. Tools cannot be reproduced or modified, Video files must be kept in full-length video form. The Content, Tools and Materials may not be used by or disclosed to any parties outside the parties to this Agreement without the prior written consent of DDI.

Available throughout the term of the License:

- **Learning Content for the courses TS: The Art of Interviewing and TS: The Science of Interviewing (including all micro-courses, classroom course materials, web-based courses (can be delivered via DDI's leadership portal or on Client's LMS), virtual delivery materials, and DDI simulations if available) (electronic files). Facilitator files are only to be used by Client if Client has one or more TS certified individuals**
- **All items are available in English. Additional languages can be requested by Client from DDI's available inventory.**