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Contract Number

22-801

SAP Number

## Innovation and Technology Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
Contractor	dtSearch Corp.
Contractor Representative	
Telephone Number	
Contract Term	9/13/22 and continuing until terminated
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1200604048

**Briefly describe the general nature of the contract:** License Agreement, including non-standard terms, with dtSearch Corp. for text retrieval software for purchase amounts as authorized by County Policy, for a term running concurrent with the OPSWAT Terms of Service.

### FOR COUNTY USE ONLY

Approved as to Legal Form

►   
Bonnie Uphold, Supervising Deputy County Counsel

Date 9-1-2022

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

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**Single user license:** a single individual may use the software on up to two computers, so long as the software will be used on both computers exclusively by that individual. A user may transfer the software from one computer to another in the normal course of hardware upgrades. In a terminal server environment, each terminal server user counts as a separate user. For successive installs on multiple different machines for forensics, e-discovery and similar investigative usage, please see dtSearch Desktop "investigative" license. This product is an end-user application only and does not include access to the developer API.

**dtSearch Desktop - annual single individual user**

**"investigative" license.** *Requires Windows. Annual single*

**individual user “investigative” license:** this is an *annual* license covering use for one year by a single individual for forensics, e-discovery and similar investigative usage. A single individual may install, uninstall and reinstall the software successively on multiple different machines, provided that the software must be fully uninstalled on the previous machine prior to installation on another, so the software is only installed on one machine at any given time. In a terminal server environment, usage for each terminal server counts as a separate installation. An annual license renewal is required to cover usage beyond the initial year's period. This license also includes an additional dtSearch Desktop single user license for personal usage. All other installations require a separate license. This product is an end-user application only and does not include access to the developer API.

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**dtSearch Engine for Windows - 3 or more server license.**

*Includes C++, Java and .NET developer APIs; also has dtSearch Web as an IIS deployment option.* **Server definition:** license covers usage in one single organization, with technical support to a single point of contact. Each physical machine, including all load balancing, backup, testing and development machines, counts as a “server” for licensing. In a cloud-based environment like Microsoft Azure, each instance counts as a “server” for licensing. (Alternative license option: if instead of running in a server-based environment, the dtSearch Engine is programmatically embedded in a single custom application, running solely in a client-executing environment, i.e. embedded in an application that responds to user input from the same computer where the program is running, then a 3 “server” dtSearch Engine license may be used on up to 75 client machines in a single organization, including one machine allocated for development purposes.) Other usage of the dtSearch Engine may be authorized in accordance with a signed license agreement with DTSC.

**dtSearch Engine for Linux or macOS - 3 or more server**

**license.** *This component is presented solely as a developer library for C++, Java and/or .NET Standard/.NET Core API developers; this component has no GUI.* **Server definition:** license covers usage in one single organization, with technical support to a single point of contact. Each physical machine, including all load balancing, backup, testing and development machines, counts as a “server” for licensing. In a cloud-based environment each instance counts as a “server” for licensing. (Alternative license option: if instead of running in a server-based environment, the dtSearch Engine is programmatically embedded in a single custom application, running solely in a client-executing environment, i.e. embedded in an application that responds to user input from the same computer where the program is running, then a 3 “server” dtSearch Engine license may be used on up to 75 client machines in a single organization, including one machine allocated for development purposes.) Other usage of the dtSearch Engine may be authorized in accordance with a signed license agreement with DTSC.

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dtSearch Corp. has received a classification ruling from the US Department of Commerce, Bureau of Industry and Security, that our export of these components is classified under ECCN 5D992 as a "mass market" product: "This mass market encryption item is described in Section 742.15(b)(1) of the Export Administration Regulations (EAR). Authorization under Section 742.15(b)(1) of the EAR requires an annual self-classification report in accordance with Section 742.15(c) of the EAR." **Because this classification is based on the marketing and purpose of the product, it would not necessarily cover other products that embed the dtSearch Engine. Therefore, we recommend that developers exporting these components consult legal counsel to determine the export classification of these components as applied to their products. All dtSearch license agreements require compliance with U.S. export laws and regulations.**

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The sample application in the examples/NetStd/WebDemo folder uses jQuery, Bootstrap, Serilog, and the Twitter Typeahead control. The licenses for these products are provided in the wwwroot/licenses subfolder of this sample application.

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*[07/16/2020]*