

Agenda Summary
September 25, 2024

Agenda Item B-1
Short-Term Rental Registration Platform Contract Award

Summary: The Town released an RFP for an STR registration platform, as reviewed and approved by the Selectboard on June 12, 2024, for which three proposals were received. This was a qualifications-based selection process, where price was important but not the only consideration. The staff committee that reviewed the proposals was comprised of Will Fricke, Assistant Town Manager, Ryan Morrison, Deputy Zoning Administrator, and John Duston, Stowe Fire Department Lieutenant/EMT.

Vendor	Price
Avenu	65,000
Deckard	43,000
Granicus	81,927

Using a qualifications-based selection process, the staff committee determined that Deckard was the best option based on quality of proposal, user interface, price, and good references from similarly situated municipalities.

The Selectboard reviewed the previous draft of the Deckard agreement on August 28. Staff and the Town Attorney went back and incorporated the changes requested into the agreement, and the changes were agreed to by Deckard. The David Rugh from the Town Attorney's Office and Dave Brown from Deckard will be in attendance to answer questions.

Town Plan Impact: N/A

Financial Impact: The not-to-exceed cost would be \$43,000 for the first year and \$38,000 for the second year. There was no money budgeted for this expense, but the Selectboard may offset the cost with fees which will be a discussion at a future Selectboard meeting.

Recommendation: Move to award the enclosed contract for the Short-Term Rental Registration Platform to Deckard.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and the Town of Stowe Vermont ("Client"), having its principal offices at 67 Main Street, Stowe, VT 05672.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice. This section shall be limited to portions of invoices about which there is no disagreement.

3.3. Client agrees that custom development requests outside of the SOW may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current Term. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. Termination. This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. Continuation. This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. Post Termination Obligations. Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. Cooperation. Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. Deckard Personnel. Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. Relationship of the Parties. Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workmanlike manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms;

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party; and

9.1.5. During the Term, Deckard shall abide by its Privacy Policy, last dated April 6, 2021, and its System Reliability, Data Integrity, Security Policy & Practice, dated February 21, 2023, as amended, which are both incorporated herein by reference and attached hereto as **Exhibit B** and **Exhibit C**, respectively.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies. The parties also acknowledge that notwithstanding this paragraph, the Client is subject to the Vermont Public Records Act and will comply with its provisions.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

13.1. Non-publicly available data or information collected through the Platform is property of the Client, and may not be distributed or shared with third parties without the express written consent of the Client.

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Vermont, except as to any provisions of this agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Lamoille County, Vermont. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, or acts of war, declared or undeclared, that materially interfere with the Parties' ability to perform its obligations under this Agreement.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

Will Fricke

Town of Stowe

67 Main Street, PO Box 730

Stowe, VT 05672

In the case of Deckard

Thomas Hemmings

Title: CFO

1620 Fifth Ave Suite 400

San Diego, CA 92101

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below.

DECKARD TECHNOLOGIES, INC.

CLIENT Town of Stowe

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. (“Deckard”) and Town of Stowe (“Client” or “Town”) dated _____ (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the Town of Stowe in the State of Vermont based upon publicly available data, STR registration forms from Client, and such other data relevant to the Designated Geography to be provided to the Client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The average number of nights booked per reservation;
- 1.3. The major platforms used by STR hosts, including but not limited to AirBnB, VBRO, HomeAway and other similar STR rental/booking platforms;
- 1.4. Booking trends during the Reporting Period;
- 1.5. Identify, by unique identifying number, if any, or address, the following potential violations of the Client’s STR Ordinance within the Designated Geography:
 - 1.5.1. Non-registered STRs;
 - 1.5.2. Offers for occupancy in excess of the number of bedrooms or rental periods provided by the STR hosts in their registration forms; and
- 1.6. Identify the actively listed STRs by month and address;
- 1.7. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.8. List the property owners and Designated Responsible Person by name; and
- 1.9. List the registration history of each STR in the Designated Geography.

2. Designated Geography. Town of Stowe, Vermont.

3. Reporting Period. Reports available in the Rentalscape Platform to Client at any time, but no less than monthly throughout the year, beginning in December, 2025.

4. Fees; Payments.

4.1. Annual Software Subscription: **\$28,000.00** - Identification, compliance monitoring and rental activity in Rentalscape for identified STRs.

4.2. Outreach Campaign: \$5,000.00 Three-letter campaign to inform and encourage property owners to become compliant with the Client's registration requirement in its STR Ordinance.

4.3. STR Registration/Licensing Portal: \$10,000 annually. Develop and host a secure, online portal for STR Registration and Payment collection based on the needs of the Town with a standard FullPay or Stripe payment interface with daily reconciliation to finance.

4.3.1 Deckard shall only share registration information obtained in accordance with this section and the portal with Client, upon Client's request, and shall keep all registration information as confidential in accordance with Section 10 of the Master Services Agreement, Deckard's Privacy Policy, last dated April 6, 2021, and Deckard's System Reliability, Data Integrity, Security Policy & Practice, dated February 21, 2023, and as amended. This includes without limitation, registration information like names, mailing and physical addresses other than the STR address, phone numbers, email addresses, number of bedrooms, and payment information.

4.3.2 Each STR shall be assigned a unique identifying number that the Client and portal users may use to locate each STR registration.

4.3.3 The portal shall inform registrants in real time whether their registration is complete and whether payment has been accepted, and if not, identify any deficiencies to completion of registration.

4.3.4 To the extent Deckard is to issue letters or other notices to users of the portal described in Section 4.3, above, the Town shall review and consent to all such correspondence or notices prior to their issuance.

4.4. Optional Expert Services upon Request by the Town are available at \$250 per hour.

4.5. Maximum Price: In no event will the total subscription fees in the **first year** exceed \$43,000.00 for Rentalscape – Outreach – Registration services described above.

In no event will the total subscription fees in **Year 2** exceed \$38,000.00 for Rentalscape – Registration services described above.

4.6. Timing: The client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard, following the delivery of any applicable deliverables.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT Town of Stowe

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Deckard Technologies, Inc. Web Privacy Policy

2021-04-06

We Collect Information on Behalf of Our Customers

Deckard operates web sites on behalf of our customers, primarily municipalities, cities and counties, to provide various services to you. We do not store private information of web users longer than is necessary to forward it to our customer.

How We Collect and Use Information

We collect the following types of information about you:

Information you provide us directly:

We ask for certain personal information such as your name, address, addresses of properties owned or managed by you, your phone number and e-mail address, when you register for a required license or make a payment. Some of this information becomes part of public record, such as the name of the license holder, and we maintain this information to make the user experience more efficient. Other information of a more personal nature is immediately encrypted and forwarded to the appropriate local authority upon completion. We are not able to access this information once it has been forwarded. We do not store any private information.

Information we may receive from third parties:

We do not receive information about you from third parties.

Analytics information:

We may directly collect analytics data, or use third-party analytics tools and services, to help us measure traffic and usage trends for the Service. These tools may collect information sent by your browser or mobile device, including the pages you visit and other information that assists us in improving the Service. We collect and use this analytics information in aggregate form such that it cannot reasonably be manipulated to identify you.

Cookies information:

We do not send cookies to your browser.

Log file information:

Log file information is automatically reported by your browser or mobile device each time you access the Service. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol (“IP”) address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.

Device identifiers:

We do not use or store device identifiers.

Location data:

When you access the Service by or through a mobile device, we may access and monitor “location data,” which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about the country you are in. Some features of the Service may not be available outside the United States, or may not function properly if use or availability of location data is impaired or disabled.

Commercial and marketing communications:

We do not use the information we collect or receive, such as your email address, to communicate directly with you. Our customers might communicate with you but will not sell the information to third parties nor use it to try to market anything to you.

Sharing of Your Information:

We do not share your information with anyone other than the customer for whom we are operating the service.

Payment Transactions:

If you need to make a payment in relation to the Service, you will be redirected to a payment processor. We will have no access to information about the payment other than the success or failure of the payment.

How We Store and Protect Your Information

Storage and Processing:

Your information collected through the Service will be temporarily stored and processed in the United States. We keep private information only long enough to encrypt it and pass it on to our customer.

Keeping your information safe:

Our web sites are hosted on the Amazon Web Services cloud. The programs and data storage are kept separate from all other web sites and storage on the cloud.

Compromise of information:

In the unlikely event that any personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Links to Other Websites and Services:

We are not responsible for the practices employed by websites or services linked to or from our Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies.

System Reliability, Data Integrity, Security Policy & Practice

FEBRUARY 21, 2023

Craig Brown
P R E S I D E N T

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cmb@deckard.com



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02 . Executive Summary

Why?

At Deckard we develop reliable and safe systems. We want our government clients and their constituents to have confidence that our systems are available, reliable, accurate and safe.

System compromise can lead to unreliability (e.g. denial of service attacks) and corruption and loss of data. System reliability is essential to ensure your staff are productive and your constituents are well served. Many Deckard systems are tightly integrated with government systems – they are built by Deckard, but they are delivered to the public as your systems. The first step in building trust in government systems, regardless of who provides the underlying technology, is to ensure reliability in both availability and function.

It's not just our systems we protect, we take the protection of your data and your constituent's data seriously too.

Managing confidential information correctly is important to ensure that Government and Business data is not lost, corrupted or improperly shared. Day-to-day work on Deckard systems result in the generation and sharing of information. If this data is lost, corrupted, ransomed or compromised then it can be catastrophic to our customers and their constituents. The second step in building trust in government systems is to ensure confidential data remains confidential, available and intact.

Protection of personal data is incredibly important. Many of our clients require that constituents upload personal data such as their driver's license to confirm their identity. Theft of this data can lead to identity fraud. The third step in building trust in government systems is to ensure private data remains private and is governed – it is only stored as long as needed then it is purged, and it is only accessible to the very minimum number of people.

Protection of payment information is also important. This information is incredibly valuable to an attacker and thus it is essential that strict rules are in place to ensure the data is safe. The final step in building trust in government systems is to deliver payment systems that are secure, well tested and safe.

03 . System Integrity

Physical Infrastructure and Security

All Deckard core systems are hosted by Amazon Web Services (AWS). AWS is certified for long list of certifications including FIPS, FEDRAM, PCI DSS, SOC2.

A full list of the compliance programs can be found [here](#).

It is not enough to assume that AWS will take care of your security for you. Deckard utilize a number of processes and policies to ensure our AWS hosted systems remain secure.

Malicious access to systems is often achieved by exploiting known vulnerabilities. Once a vulnerabilities is published then it is essential to patch running systems to address the vulnerability. Deckard utilizes only mutable instances. What does this mean? At least once a day the virtual computers used by Deckard are shut down and replaced. Many services utilized by Deckard are restarted every 15 minutes. All new instances are started running the very latest configuration with AWS continually patching the image in use to close all possible vulnerabilities.

All our production servers are hosted in secure environments on AWS. All our services are hosted on virtual private networks where external access is through API gateways that are continually monitored for breaches and carefully configured and regularly audited to ensure security is maintained.

Access to production services is limited to our in-house development team.

In the four year life of Deckard we have had zero data breaches and have enjoyed 100% system availability over the past 18 months.

System and Data Access

Access to all Deckard AWS systems by our staff is via two factor authentication (2FA). Access is given on as-needed status and limited to our development and data analytics teams.

As stated below, our systems are configured so that Deckard staff do not have access to personal information or payment information. We can't even access this information if we tried.

At Deckard, we do not employ external consultants. Data and system access is limited to Deckard staff.

Government employees access Deckard system using either passwords, or preferably, if available through single-sign on integration with your Active Directory or similar authentication systems.

End-user authentication is performed by one-time code. This ensures that any credentials accidentally shared or lost by your constituents do not impact Deckard systems.

04 . Data Storage & Segregation

Government data that is generated through use of our systems or transferred to our systems is stored on the Amazon S3 service or in our Postgres database, both hosted on AWS. Backup data is also stored on S3. All Government data at rest in our databases is stored encrypted.

All data is carefully governed, meaning we know the location of all your data within our systems, who has access and who has accessed the data.

Government data is stored in separate schemas with access controls being tied to these schemas. Our architecture makes it impossible for data to be shared between customers either deliberately or inadvertently.

Data Transmission

All Deckard systems transmit data securely. We support only TLS 1.2 and above. SSL was published in 1995, has been compromised and is no longer recommended for use. TLS 1.0 was first published in 1999 and TLS 1.1 in 2006. Both are also considered unsafe for use. For further details please see [Wikipedia](#).

Disaster Recovery

Should systems be compromised, all Deckard systems are created utilizing infrastructure as code. Quite simply we use computer programs to generate our infrastructure. Should a system be compromised we can completely delete the system and replace it in a matter of minutes.

In the unlikely event that data is compromised, we regularly backup and perform restoration testing. We will inform all customers immediately if data corruption occurs and will keep you informed of the time for recovery. Database recovery is regularly performed in under an hour.

System Monitoring

At Deckard, we monitor our systems continually. We have our core security, dev-ops and development teams on call 24/7 in the unlikely event a breach or outage occurs.

We audit access, and test system integrity on a daily basis. We engage 3rd-party services for full system scans at least once every 30 days.

05. Personal Information Handling

We utilize [Digify](#) for storage of all personal documents. The [Digify](#) platform is utilized by in excess of 350,000 customers worldwide for transmission and storage of sensitive information.

At no stage during transmission and storage do any Deckard staff have access to this sensitive information. Local Government staff directly access these sensitive documents by directly logging into the Digify system. Note that Digify and Rentalscape are closely integrated, so while login is preformed directly by the end-user, this is performed within the Rentalscape platform.

Digify is certified for ISO 2700, the best-known international standard for an information security management systems.

Digify is certified for [GDPR](#), The General Data Protection Regulation (2016/679, "GDPR") is a Regulation in EU law on data protection and privacy in the EU and the European Economic Area (EEA).

Digify is HIPAA compliant. HIPAA laws are a series of federal regulatory standards that outline the lawful use and disclosure of protected health information in the United States. Digify HIPAA declaration can be found [here](#).

Like Deckard, Digify is hosted on Amazon Web Services, which is certified for long list of certifications including FIPS, FEDRAM, PCI DSS, SOC2. See above for further details.

For further information on Digify certifications and compliance see [here](#).

06 . Payment Processing

Deckard's Rentalscape registration and tax collection systems collect hundreds of millions of dollars a year on behalf of local government. Deckard only partner with SOC compliant payment providers. Our own SOC compliance is reliant on us only partnering with SOC compliant payment providers and that we don't store any payment information.

We currently partner with the following providers:

- Stripe, Inc
- Hamer Payments
- Fiserv
- Heartland

Our SOC Self-Assessment Questionnaire A and Attestation of Compliance can be found [here](#).

Our Payment Card Industry (PCI) ASV Scan Report Attestation of Scan Compliance can be found [here](#).

Our PCI ASV Scan was provided by Qualys. PCI. Scans are performed every 90 days and the current compliance expires on 16 May 2023.