



COUNTY OF HUMBOLDT

For the meeting of: June 28, 2016

Date: June 15, 2016
 To: Board of Supervisors
 From: Maggie Fleming, District Attorney *mf*
 Subject: Software License and Support, and Internet Based Hosting, Agreements with Karpel Solutions for implementation, support, maintenance and hosting services pertaining to a Paperless Case Management System

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the selection of Karpel Solutions as the vendor to implement and provide ongoing support, maintenance and hosting services for a paperless case management system;
2. Authorizes the Board Chair to execute the attached software license and support, and internet based hosting, agreements with Karpel Solutions for implementation, support, maintenance and hosting services pertaining to a paperless case management system; and
3. Directs the Clerk of the Board to return two (2) executed originals of the attached agreements to the Humboldt County District Attorney's Office.

SOURCE OF FUNDING: General Fund

DISCUSSION:

Karpel Solutions is one of a handful of vendors that provides paperless case management systems nation-wide. The Humboldt County District Attorney's Office has compared several case management systems used by

Prepared by Rachele Davis

CAO Approval

Cheryl D. Thompson

REVIEW:

Auditor _____ County Counsel SM Human Resources _____ Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. H-2 _____

Meeting of: November 4, 2014 _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohm, Bass
 Nays _____
 Abstain _____
 Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 28, 2016
 By: Kathy Hayes
 Kathy Hayes, Clerk of the Board

including Journal Technologies, Abacus, and Damien (Constellation Justice Systems) and believes PROSECUTORbyKarpel from Karpel Solutions is the most beneficial for Humboldt County because of the level of compatibility with the current Humboldt County systems, ease of use, and commitment to efficient and complete implementation assistance by the Karpel Solutions.

Karpel Solutions was founded in 1985 and has been deployed in 18 county prosecutor's office and the city of Anaheim within California. The Karpel Solutions paperless case management system, PROSECUTORbyKARPEL, will allow the District Attorney Office to accomplish more in a limited amount of time by automating processes, generating reports and documents, helping manage information, increasing employee safety by identifying difficult witnesses, victims, and defendants, automating tasks and documents, tracking information previously done by hand, managing schedules and calendar/e-mail integration, tracking custody status, investigation services tracking, comprehensive financial tracking, ability to interface with law enforcement. Unlike many systems that were reviewed by the District Attorney's Office PROSECUTORbyKARPEL also offers a Victim Services component. The Victim Services component is offered and is also being used by a large majority of Victim Witness divisions within California. Many of the systems offered these services, however, Karpel Solutions had all of these features in one system along with a great review for deployment and implementation by other counties in the State of California.

Karpel Solutions paperless case management system will allow the District Attorney office to automate tasks and documents, organize time and information, find documents, create key reports, prepare accurate statistical data for reporting purposes, help to gather critical information for future grant writing purposes along with providing vital information to the public in a timely manner and more efficient manner.

A main benefit of the case management system is the ability to interface and link not only with the Humboldt Superior Court and Humboldt County Correctional Facility for information but all other law enforcement agencies to help reduce the redundancy and increase the link in information to better serve the community.

The attached contract was a "piggy back" from Inyo County California who is currently in the process of deploying and anticipated to "go live" in July, 2016. There is one adjustment from Inyo County contract to Humboldt County contract. On Page 3, Section 2 (FEES AND TERMS) paragraph b (TERM) a line was added before the last sentence which states "Pricing stated in this section will remain in effect for one year after contract signing" in the Agreement.

This request meets the needs of the Board's Strategic Framework by providing core services in ways that enforce laws and regulations to protect residents, provide for and maintain infrastructure, create opportunities for improved safety and health, and protect vulnerable populations.

FINANCIAL IMPACT:

The Board approved the total cost of the case management system, hardware and software upgrades on November 4, 2014 at the first quarter Fiscal Year 2014-15 budget update. The total cost that was approved for the cases management system including hardware, software and equipment upgrades was \$341,296.

As lined out in the contract the cost of the program for the entirety of user for the District Attorney's Office and the Victim Witness Branch is \$271,930. This cost includes the software, installation services, data conversion, establishment/implementation of justice partners interfaces, onsite training and services, annual support for one year, and travel expenses for trainers of PROSECUTORbyKarpel.

remainder of the sum previously approved by the Board in November 4, 2014 will be utilized at a later date for the purchase of equipment necessary for implementation of the PBK system.

The ongoing annual fee is \$34,130 starting in year two and increases annually by five percent each year. The District Attorney's Office and Victim Witness Branch will be seeking an ongoing source of funding along with partial funding through awarded grants for the annual license and maintenance fees.

The recommended action conforms to the Board of Supervisors' core roles by allowing more efficient enforcement of laws and regulations designed to protect residents, creating opportunities for improved safety and health and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

Humboldt County Administrative Office - Information Technology Division

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached agreements with Karpel Solutions. This is not recommended as it would leave the justice partners with the aging case management system currently in place. Without the PBK system, the District Attorney's Office and Victim Witness Branch could be placed in a position to have insufficient staff available to handle future caseloads, resulting in requests for more staff, investigators, attorneys and clerical personnel.

ATTACHMENTS:

1. Humboldt County PROSECUTORbyKarpel Agreement
2. Humboldt County HOSTEDbyKarpel Agreement

**DISTRICT ATTORNEY'S OFFICE
HUMBOLDT COUNTY, CALIFORNIA**

CONTRACT FOR



PROSECUTORbyKarpel®

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. SCOPE OF WORK.....	3
2. OTHER INFORMATION.....	6
3. GENERAL CLIENT RESPONSIBILITIES	6
4. INVESTMENT SUMMARY	7
5. ANNUAL SUPPORT.....	9
6. LICENSE TERMS AND USE	11
7. MASTER TERMS AND CONDITIONS	13

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Humboldt County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. SCOPE OF WORK

<u>Deadline</u>		<u>Days out</u>
September 7, 2016	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	180
September 17, 2016	Server & PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.	170
October 4, 2016	<u>3-Day On-Site pre-implementation meeting with project manager and System Administrators.</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions, reports and interface definitions. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. Review of timeline to meet scheduled "go live" date.	153
October 17, 2016	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	140
December 6, 2016	<u>1st Data Conversion Webinar</u> is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. (*at this point, data conversions will be repeated as many times as deemed as necessary over the next 60 days to correct data conversion anomalies reported in the data validation spreadsheets.) Review of timeline to meet scheduled "go live" date.	90
December 16, 2016	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.	80

December 16, 2016	Server Connection Credentials to the PBK application server are given to Karpel if not using HOSTEDbyKarpel. Installation of SQL and PBK on the server by Karpel will begin. Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	80
December 26, 2016	Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.	70
November 21, 2016	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	105
December 6, 2016	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Review of timeline to meet scheduled "go live" date.	90
January 5, 2017	<u>2nd Data Conversion Review Webinar</u> - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	60
January 20, 2017	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	45
February 6, 2017	<u>2-day On-site Pre-Go Live Data Conversion Review and Final system walkthrough</u> - Karpel will perform a final system, document, data and application walkthrough with agency. Karpel will perform formal training of the system administrators. Karpel will install the second data conversion on the Agency's pre-production site. Agency will continue validating the accuracy of data. Agency project manager will report all inaccuracies to Karpel. Application and interface testing is finalized.	28
February 6, 2017	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	28
February 27, 2017	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
March 1, 2017	Karpel trainers arrive at the Training Room. Final Configuration of PBK is performed with all System Administrators present. <u>User Training begins with first two groups of users.</u>	5



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

March 3, 2017	Final Legacy Data received by Karpel.	3
March 6, 2017	<u>Final Data Conversion is loaded.</u> User training continues. Customer begins using PBK in a live state.	<u>Go Live</u>

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions. Client is aware the bulk of work resides with Karpel Solutions. Karpel Solutions schedules and builds work plans based on go-live dates agreed to by both parties. When dates are moved by client that are outside of Karpel Solutions control a fee of 10% of the contract total will be assessed.

DOCUMENT CONVERSION AND SCOPE OF WORK

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the Agreement for PROSECUTORbyKarpel Hosting.

2. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

3. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client should be able to provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager during the project timeline through go-live.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited secure access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions.
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing. Setup by Karpel System Administrators with assistance by client IT.
 - c. Installation of the Karpel Solutions remote support tool (TeamViewer) on all desktops executing the PbK application. This tool requires the user to initiate the support connection.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. Completion of the PROSECUTORbyKarpel Pre-Load Spreadsheet as directed in the above Scope of Work Timeline.
5. Data validation of converted cases from the legacy system as directed in the above Scope of Work Timeline.
6. Document Template validation of all converted templates as directed in the above Scope of Work Timeline.
7. Definition, client development and client testing of all external interfaces as directed in the above Scope of Work Timeline.
8. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance can cause extended delays to resolving potential issues with the PbK application. Delays in allowing support access nullifies any set SLAs. No access to the PbK server and user workstations to provide support and updates can render the Karpel Solutions support agreement null and void. Support will not be provided if the installed version is greater than two versions behind the current release.



4. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKARPEL	63	\$2,250	\$141,750
Total Software			\$141,750

Installation Services	Qty.	Price	Total
SQL Database configuration (production)	1	\$1,000	\$1,000
Client Support Tool/Scanning tool install and system compatibility check	63	\$50	\$3,150
Total Installation Services			\$4,150

Professional Services	Qty.	Price	Total
Project Management		no cost	\$0
Onsite Pre-implementation Meeting (days)	3	\$1,200	2 resources \$7,200
Onsite Mock Go Live (days)	2	\$1,200	2 resources \$4,800
*Data Conversion (STAR -SQL)	1	\$30,000	(\$10,000) \$20,000
Law Enforcement Interface (Jail -OMS)	1	\$5,000	\$5,000
Court Interface (Sustain)-eFile and Court Dates	1	\$5,000	\$5,000
Document Template Conversion(up to 100 documents)	100	\$25	\$2,500
Total Professional Services			\$44,500

*This is a fixed bid for data conversion

Onsite Training Services	Qty.	Price	Total
Pre-Live Training days	3	\$1,200	2 trainers \$7,200
Go-Live Training days	5	\$1,200	4 trainers \$24,000
Post Live training and onsite support days (includes system admin training)	3	\$1,200	2 trainer \$7,200
Total Onsite Training Services			\$38,400

Annual Support	Qty.	Price	Total
PROSECUTORbyKARPEL	63	\$450	\$28,350
Hosting Services (\$5/user/month)	63	\$60	Annual \$3,780
Law Enforcement Interface	1	\$1,000	\$1,000
Court Interface	1	\$1,000	\$1,000
Total Annual Support Services			\$34,130

Estimated Expenses	Total
Travel expenses include airfare, lodging and ground transportation	\$9,000



Total Project Cost (excluding any applicable taxes)

\$271,930

Optional Services/Cost	Qty.	Price	Total
**Adobe Acrobat Professional	1	\$400	(current retail rate)
***HostedbyKarpel Hosted eDiscovery		\$1	per submission
Document conversion (per document)	1	\$25	
SQL Client Access License (for on premise installation)	63	\$125	\$7,875
External Agency View	1	\$10,000	\$10,000
<i>External Agency View Annual Support</i>	1	\$2,000	\$2,000
eSubpoena for Law Enforcement (includes External Agency View)	1	\$20,000	\$20,000
<i>eSubpoena Annual Support</i>	1	\$4,000	\$4,000
Post Implementation training- on site (min 1 day)		\$1,200	Plus Travel Expenses
Post Implementation training- on-line (min 2 hrs.)	2	\$150	\$300
Hourly rate for personnel	1	\$150	

Note: With law enforcement, courts and other interfaces, the full and timely cooperation of the agency and its RMS vendor will be needed. The RMS vendor will need to provide a time-efficient and standards-based means of exporting data from the database to PBK to meet the quoted price. If this does not occur, it will result in an increase of the cost of the PBK law enforcement referral interface, court interface, or other required interface. The interface pricing is based upon an XML data transfer and must conform to the appropriate PBK Information Exchange Package Documentation (IEPD) for that interface.

** Adobe Acrobat is required for bates numbering and redaction. Only users that work with discovery will need to be licensed

***Hosted eDiscovery fee is per submission to the hosted site. A discovery submission can contain multiple documents.

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.

Travel expenses include airfare, lodging and ground transportation.

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

5. ANNUAL SUPPORT

5.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

5.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

5.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of fifteen (15) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 10:00 p.m. Central time, via a toll free telephone number provided.

5.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

5.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.


6. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
3. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Humboldt County



Name

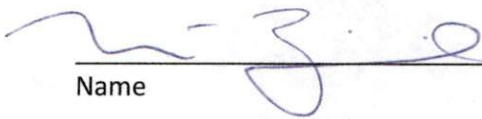
Chair, Board of Supervisors

Title

6/28/16

Date

Karpel Solutions



Name

CEO

Title

6/16/16

Date

7. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **PAYMENT TERMS.** A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time
4. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
6. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION.** Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of the Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may

terminate the Annual Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

12. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions warrants that the software known as PROSECUTORbyKarpel shall conform in all material aspects to the specifications as outlined in Karpel Solutions response to RFP—DA15-01 Inyo County District Attorney Case Management System . No further representations or warranties as to the use, functionality or operation of PROSECUTORbyKarpel are made by Karpel Solutions other than as expressly stated in this agreement.
2. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, caused by failure of Client to protect the login and password information of users.
4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.

5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.

3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.

3. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway Dr., Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

5. GOVERNING LAW. The parties agree that California law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

District Attorney's Office
Humboldt County, California

HOSTEDbyKarpel Agreement

For



A Hosted Solution

Prepared by: Jane Quick, Sales Executive

TABLE OF CONTENTS

1. DEFINITIONS	2
2. FEES AND TERMS	3
3. SERVICE LEVEL COMMITMENT	3
4. CUSTOMER OBLIGATIONS	4
5. CONFIDENTIALITY	5
6. OWNERSHIP OF INTELLECTUAL PROPERTY	5
7. WARRANTY	6
8. LIMITATION OF LIABILITY	7
9. INDEMNIFICATION	7
10. TERMINATION	8
11. MARKETING	9
12. GENERAL PROVISIONS	9

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Humboldt County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel.

- i. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet based hosting of the Client's licensed copy of PbK through the Website.
- j. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- k. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- l. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$5 per month for each user that has access to the Software through the Service and Website. A total of 63 users of Client are authorized access to the Service under this Agreement and the aggregate space for all users and all information hosted by the Service is limited to one terabyte (1TB) of storage. Additional users can be added at any time by Client at a rate of \$5 per month. If storage exceeds 1TB, any additional storage above 1TB will be billed at a flat rate of \$225 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing stated in this section will remain in effect for one year after contract signing. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.
- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backups both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website,

including access caused by failure of Client to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance,

criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

7. WARRANTY

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. Karpel Solutions warrants that the Website, Software and Service shall conform in all material aspects to the specifications as outlined in Karpel Solutions response to RFP-DA15-01 Inyo County District Attorney Case Management System. No further representations or warranties as to the use, functionality or operation of the Software, Website or Service are made by Karpel Solutions other than as expressly stated in this agreement.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected

versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), but not including causes of action based on strict liability or statutory liability, OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding,

statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

10. TERMINATION

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed

to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice.

- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

11. MARKETING

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information, such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

12. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God,

government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.


Karpel Solutions
9717 Landmark Parkway Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of California, without regard to conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Humboldt County California, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

13. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

HUMBOLDT COUNTY



Name

Chair, Board of Supervisors

Title

8/28/16

Date

KARPEL SOLUTIONS



Name

CEO

Title

6/16/16

Date