KARPEL

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PROSECUTING ATTORNEYS ASSOCIATION OF MICHIGAN

&

Delta County Prosecutor's Office

CONTRACT FOR

PROSECUTOR by KARPEL

PROSECUTORbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions"), and the Prosecuting Attorneys Association of Michigan, a Michigan nonprofit corporation, (hereinafter referred to as "PAAM"), and Delta County (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. DEFINITIONS

1. "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 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 Program(s) 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 demonstrate: (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.

2. "Client Content" means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.

3. "Enhancements" means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.

4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.

5. "Intellectual Property" (IP) 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 provided by applicable law.

6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.

7. "Personally Identifiable Information" (PII) 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 the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.

8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's licensed copies of the Software Program(s).

9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).

10. "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.

11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements and any Documentation as may be provided Client by Karpel Solutions.

2. SOFTWARE LICENSING & BILLING

2.1 INITIAL SOFTWARE LICENSING

Karpel Solutions has granted PAAM the sole ability to provide perpetual software licenses for PbK within the State of Michigan. PAAM shall only provide said licenses to the individual Counties of Michigan and/or any State of Michigan Agencies who are or may become members of the Prosecuting Attorneys Association of Michigan Case Management Project (hereinafter referred to as "PAAMCMP").

Karpel Solutions shall extend the rights of the software license to allow for a Karpel hosted test environment for the purpose of testing the compatibility of the software with any upgraded or new software, which interfaces with the software, or testing a new version or release of the software with existing software. The test environment may or may not be executed on the same hardware as the production system. This copy of the software shall not be used for production purposes. PAAM and Client users shall be authorized to use the Karpel hosted test environment at no additional cost.

2.2 BILLING

PAAM has agreed to be the central billing entity until September 30, 2026. After that date each client will be billed individually. Each Client will complete a request for installation form that will be provided to Karpel Solutions. The full scope of work, first year costs and maintenance costs will be included within this form. Each Client that completes and signs this form will be added to the main contract as an addendum to track total licenses installed.

PAAM reserves the right to make contract/addendum payments to Karpel Solutions through electronic funds transfer (EFT) or by check. Payments shall be made in arrears of receiving product/services except for software maintenance/support payments and subscriptions which may be paid at the start of each yearly maintenance renewal period.

The Maintenance/Support Fee may be adjusted annually by up to a maximum of four percent (4%) by mutual agreement of both Karpel Solutions and PAAM no earlier than December 31, 2028. Karpel Solutions shall provide PAAM and Clients advance notice one (1) year prior to any and all fee increase.

3. 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 and paid for by the associated Client prior to start of such work. No additional charges will be paid by PAAM without prior written approval from PAAM.

4. GENERAL CLIENT RESPONSIBILITIES

In order for each Client installation to be completed on time and on budget, PAAM shall inform the Client of the following minimum requirements:

1. Completion of the Client Agreement Form (Appendix A) and Statewide MOU (Appendix B – Optional)
2. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
3. Access to systems and equipment as required by Karpel Solutions including:

a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
b. Installation of the Karpel Solutions remote support tool on all desktops accessing the Software Program(s) applications. Failure of Client to provide access to enable support tool constitutes a material breach of this Agreement and may result in termination of this agreement.
c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test setup of each workstation prior to mock go live.

4. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into the Software Program(s).
   a. ACT/JCT data (*i.e.,* from Client's current ACT/JCT system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. ACT/JCT data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain ACT/JCT data more than 30 days after Go Live if so desired by Client.

   b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Only PAAM approved document templates may be used. Document templates provided after this date will not be converted unless mutually agreed in writing by Karpel Solutions and the Client. Client will be responsible for any additional document template costs.
5. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
   a. Appointed decision maker must be present during the following activities:
      i. Project kickoff
      ii. Establishment of timeline
      iii. Workflow meetings
      iv. Interface definition meetings and signoff
      v. Document template review and signoff
      vi. Data conversion review and signoff

6. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
   a. Verification and review of ten (10) cases per year for each Client department of any ACT/JCT system(s) data during each review.

   b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue. The Client is responsible for any such fees.

7. PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). 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 agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

8. RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

9. SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PAYMENT TERMS

Karpel Solutions will perform work according to all descriptions, scopes, and specifications described within each Client Agreement Form, in consideration for payment as set forth below,

Payment schedule to be 50% of Software User Licenses due upon signed Client Agreement Form and the remaining cost due upon completion of implementation and training of each Client.

5.1 PRICING TABLES

Description	Unit of Measure	Firm, Fixed Unit Price
New PbK license	Per User (one-time)	$2,025 (10% discount applied)
PbK Hosting	Per user per year	$100
PbK annual maintenance and support	Per user per year	$450
Annual eDiscovery Service	Per User	$125
Hosting storage for files (first 2 terabytes (TB) included at no charge for each client installation, cannot be combined with another client installation.	2TB	$0

External Agency Portal	*Number of users in Client*	*Initial Fee*	*Maintenance*
	1-25 users	$10,000	$2,000
	26-50 users	$20,000	$4,000
	51-100 users	$30,000	$6,000

	100+ users	$50,000	$10,000
Software installation and configuration per workstation.	Per Workstation Rate		$50
Database installation and configuration	Price per Client		$1,000
ACT/JCT Data Conversion Fee Schedule	1-5 Users		$5,000
	6-10 Users		$9,000
	11-25 Users		$12,500
	26-50 Users		$30,000
	51-100 Users		$60,000
	101-200 Users		$120,000
On-Site Meetings and software end-user training. Fee includes travel expense	Per Day / Per Trainer		$1,600
Remote Meetings and software end-user training for offices with less than 10 users.	Per Day / Per Trainer		$1,200
Hourly rate for personnel	Per Hour / Per Trainer		$150.00
Standard Avalable Interfaces (VINE & LEIN)	One-time fee per interface		$5,000
Michigan State Police Crime Labe Interface	One-time fee per interface		$10,000
Annual Standard Interface Maintenance & Support (VINE and LEIN)	Per interface / per year		$1,000
Annual Standard Interface Maintenance & Support Michigan State Police Crime Lab	Per Year		$2,000
Extraction of data (In event of Client termination)	One-time		$1,000 (Paid by Client, not PAAM)
Statewide Data Sharing (required MOU signature)	No charge		$0.00
Victim Portal	No charge		$0.00

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: There may be additional costs from the other vendor(s), which ARE not included within THE ABOVE PRICING FOR this contract, AND WHICH WILL BE BILLED SEPARATELY by the Other Vendor(s). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.

4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.

5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other Clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. No Client changes to project scope/timeline may be made without prior approval by PAAM. PAAM reserves the right to deny requests for changes to the project scope and timeline that would increase the cost or change the timeline of the project.

6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.

7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same. Such additional charges will not be paid by PAAM.

8. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding* at *Appendix A* must be separately signed by Client.

9. Client agrees to pay Karpel Solutions for any materials purchased for 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. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation. PAAM will not pay for such costs.

10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.

11. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of $1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

12. Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

13. TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's 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 for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least one hundred eighty (180) days' notice of any pricing change prior to the renewal date.

14. SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

15. 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. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client' discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

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

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) 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. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of 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 *as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client'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 Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return 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 Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s), 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 Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return 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 Program(s), unless otherwise authorized in writing by Client.

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

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled 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 Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular, and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and CJIS certification policies and procedures to protect the integrity and security of the Software Program(s).

Karpel Solutions provides services for the administration of criminal justice through software for prosecutors to manage and track criminal cases. Accordingly, Karpel Solutions agrees to comply with CJIS Policy 5.1.1.5(1) and all CJIS requirements applicable to private contractors including those specifically required by the CJIS Security Addendum (Appendix C) to this contract, which is incorporated by reference and made part of this contract.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. 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 Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

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

8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.

2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

   Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). 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 the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations 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.

4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee, or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. Karpel Solutions grants employees of the PAAM and Prosecuting Attorneys Coordinating Council (PACC) access and use of its software for purposes of producing, updating, and maintaining criminal charging language used in the production of charging documents. PAAM and PACC retain all rights to such language. Karpel Solutions may not use language created for this purpose without express written permission from PAAM and PACC.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and 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 this 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 Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

   Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, 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 Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) 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 Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. WARRANTY 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 Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that

authorized in this Agreement, (iii) use of the Software Program(s) 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 Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, 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 SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.

6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT 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, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).

11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for an additional 60 days, if the Client and Karpel agree, so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease 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 with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising

out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

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 should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement 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 hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing 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) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. 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 Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered 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 electronic means will be deemed given on the next business day after successful transmission.

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

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement 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.

MODIFICATION AND WAIVER. Any modifications to 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 one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

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 delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, 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.

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 the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) 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 Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

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 software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security, and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. 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 an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

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. Provided Karpel Solutions is not in violation of the provisions of this Agreement 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. If Client wants to opt out of being identified in promotional or marketing materials, they must notify Karpel Solutions in writing within 30 days of contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Prosecuting Attorneys Association of Michigan

Signature

Cheri Bruinsma
Printed Name

Executive Director, PAAM
Title

9/6/23
Date

Karpel Solutions

Signature

Jeffery L. Karpel
Printed Name

CEO
Title

9/6/23
Date

Mailing Contact:

Dianna Collins

Mailing Address:

116 W. Ottawa St

Lansing, MI 48933

Billing Contact:

Dianna Collins

Billing Address:

116 W. Ottawa St

Lansing, MI 48933

Initials CLB

Association Primary Contact:

Dianna Collins

Phone Number: (517) 334-6060, Ext. 502

Email Address: collinsd15@michigan.gov

14. Appendix A

14.1 Client Agreement Form

Addendum No. xxxxx
To the Customer Agreement dated _____("Agreement")
by and between
Karpel Solutions and Prosecuting Attorneys Association of Michigan ("PAAM")

Contract No:	Local Agency: Delta County Prosecuting Attorney
PbK Installation with / without data conversion	Local Agency Address:
State Agency: PAAM	Issue Date:
State Agency Address:	Request Date:
Local Agency Main Contact:	Local Agency Contact Phone:
	Local Agency Email:
Assigned Karpel Trainer/Project Manager:	
Assigned Karpel Contact Phone:	
Assigned Karpel Contact Email:	

PAAM Signature Authorization to Proceed:		Date:	
Local Agency Authorization to Proceed:		Date:	
Karpel Signature Authorization to Proceed:	J M Z Karpel	Date:	10/4/2023

Project Goal / Objectives:
Karpel Solutions is expected to provide a firm price for installation, training, and data conversion services (if applicable) and to provide said installation, training, and data conversion services to a standard satisfactory to PAAM and the local agency.

The following questions must be completed by the Agency:

Number of users:	9	
System Administrator Name:	Brandon Couvillion	
System Administrator E-mail:	bcouvillion@deltacountymi.org	
System Administrator Phone:	906-789-5170	
Current Case Management System:	PAAM Adult Case Tracking	
Do you currently send / receive data from LE:	Yes	Via paper or electronically
If yes, provide name(s) of the case management / jail / booking software used?		
Does your office use a program for Restitution tracking / collection?		NO
If yes, provide the name of the program.		
Does your office use program for tracking Bad Checks?		NO
If yes, provide the name of the program.		
Does your office use program for tracking Civil?		NO
If yes, provide the name of the program.		
Does your office use program for tracking Diversion?		NO
If yes, provide the name of the program.		
Does your office use program for tracking Juvenile?		PAAM Juvenile Case tracking
If yes, provide the name of the program.		
What email system do you currently use? (Exchange/Gmail/365/?)		Zimbra
Do you have space large enough for training?		Yes
Current Internet speeds:	UP: 1000 mbps	DOWN: 1000 mbps
Comments or other information:		

Project Assumptions:

The following list of assumptions and provisions pertain exclusively to the associated for. The work "local agency" refers to the Client's office, and "Karpel Solutions" refers to Karpel Solutions.

• Changes in assigned Karpel Solutions staff or material increasing in work effort resulting from Karpel Solutions actions will not result in additional fees being billed to the local agency or PAAM. • Karpel Solutions will notify the local agency and PAAM within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks. • The local agency will assign sufficient internal management and staff resources that will provide the necessary time to ensure completion of scheduled tasks as planned. This includes availability of staff to answer Karpel Solutions questions and review of deliverables for accuracy. • The local agency will notify Karpel Solutions within 3 business days of any changes to all applications, PC's necessary in the use and performance of their duties.	
Deliverables: PbK implementation and, if applicable, converted data.	Local agency will test data for accuracy and provide Karpel Solutions with detailed results and authorization to proceed.
Project start date:	**Project end date:**

PROSECUTORbyKarpel Implementation Timeline

Deadline	Tasks and deliverables	Days out
	Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. **Assigned resources: Karpel Project Manager. Client Project Manager**	120
	Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites. **Assigned resources: Client Project Manager and IT personnel**	100
	Pre-implementation meeting with Client Project Manager and System Administrators. 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. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators**	90
	Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. **Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.**	80
	Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators**	60
	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. **Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.**	45
	Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. **Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators**	40
	The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet. **Assigned resources: Karpel Project Manager. Client Project Manager.**	35

	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. **Assigned resources: Karpel Project Manage. Client Project Manager and system administrators**	35
	Mock Go-live, System Administrator Training and Final system walkthrough - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel. **Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.**	30
	Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.**	21
	Complete installation and testing of all workstations by Karpel Solutions or local IT support. **Assigned resources: Karpel Project Manager. Client Project manager and IT.**	14
	Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.**	7
June 10, 2024	**Training and go live.** Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	**Go Live**

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below. Client will be responsible for any additional fees. PAAM will not pay for these costs.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files, or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no

longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. PAAM will not pay for any such expenses or costs. Any changes to Project Scope/Timeline that would impact implementation to other Clients must be approved by PAAM. PAAM reserves the right to deny any such request.

Software Products/Licensing	Qty.	Price		Total
PROSECUTORbyKarpel	9	$2,250	($2,025)	$18,225
External Agency Portal	1	$5,000		$5,000
Total Software				**$23,225**

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	$1,000	$1,000
Data Preload	1	$1,500	$1,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	9	$50	$450
Total Installation Services			**$2,950**

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	$150	$1,200
Data Conversion: ACT/JCT	1	$7,500	$7,500
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	$150	$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	$2,500	$2,500
Total Professional Services			**$11,800**

Training Services	Qty.	Price		Total
REMOTE Go-Live Training (days)	5	$1,200	1 resource	$6,000
Post Go-Live Support and Training (Remote, hours)	8	$150	1 resource	$1,200
Total Training Services				**$7,200**

Customization Services	Qty.	Price	Total
Interface: LEIN	1	$5,000	$5,000
Interface: VINE	1	$5,000	$5,000
Interface: MSP Lab	1	$10,000	$10,000
Total Customization Services			**$20,000**

Estimated Travel Expenses **$0**

Total One-Time Costs **$65,175**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	9	$450	$4,050
External Agency Portal	1	$1,000	$1,000
Hosted Services (per user/year)	9	$100	$900

Unlimited eDiscovery	1	$1,125	$1,125
Interface: LEIN	1	$1,000	$1,000
Interface: VINE	1	$1,000	$1,000
Interface: MSP Lab	1	$2,000	$2,000
Total Annual Support Services			**$11,075**

Optional Items	**Price**
Custom Reports (per report)	$1,000
Document Template Conversion After 100 Documents (per document)	
Criminal document templates	*$25*
Civil document templates	*$50*
Additional Storage After Included 2TB (per terabyte, per year)	$500
Block Storage After Included 2TB (50 terabytes, per year)	$20,000
Block Storage After Included 2TB (100 terabytes, per year)	$32,000
Law Enforcement Interface (Standard)	$10,000
Law Enforcement Interface (Standard) Annual Support	$2,000
Law Enforcement Interface (Non-Standard)	$15,000
Law Enforcement Interface (Non-Standard) Annual Support	$3,000
Court Interface 1: PbK Receives Court Calendaring/Hearing/Minute Order Events (without eFiling)	$10,000
Court Interface 1 Support	$2,000
Court Interface 2: (PbK Receives Sentencing & Dispositions)	$15,000
Court Interface 2 Support	$3,000
Court Interface 3: PbK eFiles electronically to Court (includes Court Calendaring/Hearing Events)	$25,000
Court Interface 3 Support	$5,000
Other Custom Interfaces (anything not listed above)	$25,000
Custom Interface Support	$5,000
Test & Training Environment (annual cost)	$1,200

Payment
Karpel Solutions will invoice PAAM for the firm, fixed cost of implementation and, if applicable, data conversion services.

The effective date of this addendum shall be the date of the agency signature.

This addendum is made a part of the agreement for the purposes of adding services and / or interfaces as listed on the attached fees schedule and providing maintenance / services for such additional items pursuant to the agreed upon terms.

All terms and conditions of the Agreement shall remain in effect unless specifically modified by this Addendum.

N WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

Delta County

Signature

David Mayle

Printed Name

Chair

Title

9/19/23

Date

Karpel Solutions

Signature

Jeffery L. Karpel

Printed Name

CEO

Title

9/7/23

Date

PAAM Representative

Signature

Cheri Bruinsma

Printed Name

Executive Director

Title

10/4/23

Date

Initials CLB

15. Appendix B

15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

DELTA COUNTY AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.

2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.
HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of

PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.

2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

   Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all

the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.

5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.

6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5 U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.

2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.

3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.

5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.

6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.

7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies, and procedures applicable to the Contributing Party.

9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.

10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.

2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.

3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.

4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.

5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Delta County

Signature

David Mayle

Printed Name

Board Chair

Title

09/19/2023

Date

Karpel Solutions

Signature

Jeffery L. Karpel

Printed Name

CEO

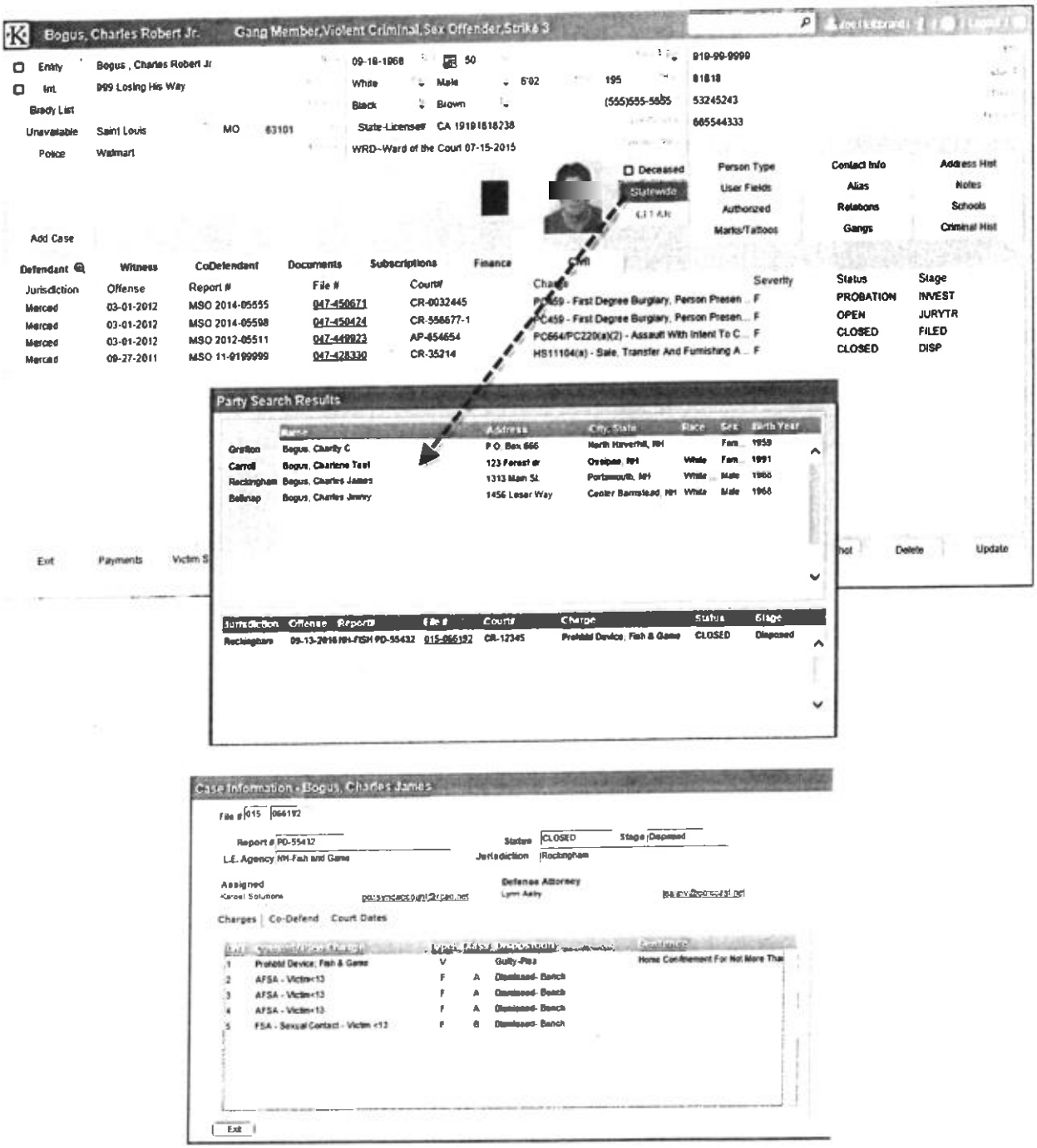
Title

9/6/23

Date

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.



16. Appendix C CJIS Security Addendum

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions
1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
2.00 Responsibilities of the Contracting Government Agency.
2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
3.00 Responsibilities of the Contractor.
3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
4.00 Security Violations.
4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
4.02 Security violations can justify termination of the appended agreement.
4.03 Upon notification, the FBI reserves the right to:
a. Investigate or decline to investigate any report of unauthorized use;
b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to

the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

6.06

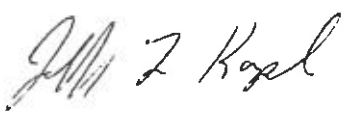
Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Employee Date

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Representative Date

Karpel Solution CEO

Organization and Title of Contractor Representative

Karpel Solutions
9717 Landmark Parkway Drive
Suite 200
St. Louis, MO 63127
(314) 892-6300

Date	Invoice
06/30/2024	67886

Bill To:
Delta County Prosecutor's Office-MI Attn: Dianna L. Collins- Assistant Executive Director 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Ship To
Delta County Prosecutor's Office-MI 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Terms	Due Date	PO Number	Reference
Net 30 days	07/30/2024		Remaining 50% of Installation & 1st year costs

Products & Other Charges	Quantity	Price	Amount
Miscellaneous Invoice			
Agreement: PBK Annual Maintenance			
PBK Software Licenses	9.00	$2,025.00	$18,225.00
PBK Software Licenses 50% of licenses prepaid/ invoice #64330	1.00	-$9,112.50	-$9,112.50
PBK External Agency View- Site License for other Agencies to have Permissions of Read-Only Access Remaining 50% of Initial cost	1.00	$2,500.00	$2,500.00
PBK Installation and Configuration Remaining 50% of cost	1.00	$500.00	$500.00
PBK Data Preload Remaining 50% of cost	1.00	$750.00	$750.00
PBK Client Support Tool Remaining 50% of cost	1.00	$225.00	$225.00
PBK Pre-Implementation Meeting: 8 hours, Remote Remaining 50% of cost	1.00	$600.00	$600.00
PBK Data Conversion: ACT/JCT Remaining 50% of cost	1.00	$3,750.00	$3,750.00
PBK Mock Go Live Days: 4 hours, Remote Remaining 50% of cost	1.00	$300.00	$300.00
PBK Document Conversion Up To 100 documents (max of 50 Civil) Remaining 50% of cost	1.00	$1,250.00	$1,250.00
PBK Remote Training: 5 days, 1 Resource	1.00	$3,000.00	$3,000.00
PBK Post Go Live: 8 hours, Remote 1 Resource Remaining 50% of cost	1.00	$600.00	$600.00
PBK Interface: LEIN & VINE Remaining 50% of cost	2.00	$2,500.00	$5,000.00
PBK Interface: MSP Lab Remaining 50% of cost	1.00	$5,000.00	$5,000.00
Annual PBK Maintenance	9.00	$450.00	$4,050.00
PBK External Agency& eSubpoena	1.00	$1,000.00	$1,000.00

Annual PBK Hosting Fee	9.00	$100.00	$900.00
PBK E-Discovery Annual Service Fee	9.00	$125.00	$1,125.00
PBK Annual Interface Maintenance: LEIN & VINE	2.00	$1,000.00	$2,000.00
PBK Annual Interface Maintenance: MSP Lab	1.00	$2,000.00	$2,000.00
		Total Products & Other Charges:	**$43,662.50**

Make checks payable to: Below

Karpel Solutions
9717 Landmark Parkway Dr.
Suite 200
St. Louis, MO 63127
Fed ID#43-1619763

Invoice Subtotal:	$43,662.50
Sales Tax:	$0.00
Invoice Total:	**$43,662.50**
Payments:	$0.00
Credits:	$0.00
Balance Due:	**$43,662.50**

Karpel Solutions
9717 Landmark Parkway Drive
Suite 200
St. Louis, MO 63127
(314) 892-6300

Date	Invoice
06/25/2025	73011

Bill To:
Delta County Prosecutor's Office-MI Attn: Dianna Collins 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Ship To
Delta County Prosecutor's Office-MI 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Terms	Due Date	PO Number	Reference
Net 30 days	07/25/2025		Annual Billing for Years 2 & 3

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Maintenance			
Annual PBK Maintenance Year 2: June 2025- May 2026	9.00	$450.00	$4,050.00
PBK External Agency& eSubpoena Year 2: June 2025- May 2026	1.00	$1,000.00	$1,000.00
Annual PBK Hosting Fee Year 2: June 2025- May 2026	9.00	$100.00	$900.00
PBK eDiscovery Annual Service Fee Year 2: June 2025- May 2026	1.00	$1,125.00	$1,125.00
PBK Annual Interface Maintenance: LEIN Year 2: June 2025- May 2026	1.00	$1,000.00	$1,000.00
PBK Annual Interface Maintenance: VINE Year 2: June 2025- May 2026	1.00	$1,000.00	$1,000.00
PBK Annual Interface Maintenance: MSP Lab Year 2: June 2025- May 2026	1.00	$2,000.00	$2,000.00
Annual PBK Maintenance Year 3: June 2026- May 2027	9.00	$450.00	$4,050.00
PBK External Agency& eSubpoena Year 3: June 2026- May 2027	1.00	$1,000.00	$1,000.00
Annual PBK Hosting Fee Year 3: June 2026- May 2027	9.00	$100.00	$900.00
PBK Annual Unlimited eDiscovery Year 3: June 2026- May 2027	1.00	$1,125.00	$1,125.00
PBK Annual Interface Maintenance: LEIN Year 3: June 2026- May 2027	1.00	$1,000.00	$1,000.00
PBK Annual Interface Maintenance: VINE Year 3: June 2026- May 2027	1.00	$1,000.00	$1,000.00
PBK Annual Interface Maintenance: MSP Lab Year 3: June 2026- May 2027	1.00	$2,000.00	$2,000.00
		Total Managed Services Details:	**$22,150.00**

Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	**Invoice Subtotal:**	$22,150.00
	Sales Tax:	$0.00
	Invoice Total:	**$22,150.00**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$22,150.00**

Karpel Solutions
9717 Landmark Parkway Drive
Suite 200
St. Louis, MO 63127
(314) 892-6300

Date	Invoice
10/26/2023	64330

Bill To:
Delta County Prosecutor's Office-MI Attn: Dianna L. Collins- Assistant Executive Director 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Ship To
Delta County Prosecutor's Office-MI 310 Ludington Street Suite 237 Escanaba, MI 49829 United States

Terms	Due Date	PO Number	Reference
Net 30 days	11/25/2023		50% of Installation Costs

Products & Other Charges	Quantity	Price	Amount
Miscellaneous Invoice			
Agreement: PBK Annual Maintenance			
PBK Software Licenses 50% of licenses	1.00	$9,112.50	$9,112.50
PBK External Agency View- Site License for other Agencies to have Permissions of Read-Only Access 50% of Initial cost	1.00	$2,500.00	$2,500.00
PBK Installation and Configuration 50% of cost	1.00	$500.00	$500.00
PBK Data Preload 50% of cost	1.00	$750.00	$750.00
PBK Client Support Tool 50% of cost	1.00	$225.00	$225.00
PBK Pre-Implementation Meeting: 8 hours, Remote 50% of cost	1.00	$600.00	$600.00
PBK Data Conversion: ACT/JCT 50% of cost	1.00	$3,750.00	$3,750.00
PBK Mock Go Live Days: 4 hours, Remote 50% of cost	1.00	$300.00	$300.00
PBK Document Conversion Up To 100 documents (max of 50 Civil) 50% of cost	1.00	$1,250.00	$1,250.00
PBK Remote Training: 5 days, 1 Resource	1.00	$3,000.00	$3,000.00
PBK Post Go Live: 8 hours, Remote, 1 Resource 50% of cost	1.00	$600.00	$600.00
PBK Interface: LEIN 50% of cost	1.00	$2,500.00	$2,500.00
PBK Interface: VINE 50% of cost	1.00	$2,500.00	$2,500.00
PBK Interface: MSP Lab 50% of cost	1.00	$5,000.00	$5,000.00
		Total Products & Other Charges:	**$32,587.50**

Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Suite 200 St. Louis, MO 63127 Fed ID#43-1619763	**Invoice Subtotal:**	$32,587.50
	Sales Tax:	$0.00
	Invoice Total:	**$32,587.50**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$32,587.50**

INVOICE

WatchGuard Video
PO Box 677996, Dallas, TX 75267-7996
PH 800-605-6734 FX 214-383-6703

EIN: 11-3717781

Invoice	4REINV0010222
Date	1/13/2020
Page	1

Bill To:

Delta County Sheriff's Office
Attn: Accounts Payable
310 Ludington St
Escanaba MI 49829

Ship To:

Emergency Vehicle Conversion
Attn: c/o Delta County Sherif's Office
10408 Stadium Dr
Kalamazoo MI 49009

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Date	Order #
WILSON	DELTACOUNTYS001	Steve D	UPS GROUND	Net 30	2/12/2020	4RENORD0010840

Ordered	Shipped	B/O	Item Number	Description / Serial #	Discount	Unit Price	Ext. Price
2	2	0	BRK-ANT-NMO-001	Cable, WiFI Vehicle Antenna Mount, NMO, Drill 3/4" Hole, 17' long	$0.00	$0.00	$0.00
2	2	0	4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10'	$200.00	$200.00	$0.00
2	2	0	4RE-STD-GPS-RV2	4RE, HD DVR, Gen 2, 200GB HDD	$0.00	$4,855.69	$9,711.38
				DVR2-075194			
				DVR2-075227			
2	2	0	4RE-DIS-RCP	4RE, Remote Display Control Panel, Gen 4.1	$0.00	$0.00	$0.00
				DIS6-027895			
				DIS6-027845			
2	2	0	CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	$200.00	$200.00	$0.00
				CAM7-133525			
				CAM7-133553			
2	2	0	CAM-BST-200-NEW	Camera, Infrared Analog, WMv.2, 114 Degree, 2-Pin Connector	$0.00	$0.00	$0.00
2	2	0	CAB-MHD-STR-15F	Cable, 4RE, HDMI, (HD Mini Zoom, Panoramic, ZSL) Straight, 15'	$0.00	$0.00	$0.00
2	2	0	CAB-4RE-HDM-PRT	Cable, 4RE, HDMI, Port 2, IR Camera, 2-Pin Connect, Straight, 16'(5000mm)	$0.00	$0.00	$0.00
2	2	0	CAB-HDM-4RE-15F	Cable, 4RE, HDMI/Mini, Display ONLY, Straight, 15'	$0.00	$0.00	$0.00
2	2	0	BRK-4RE-DIS-101	Bracket Kit, 4RE, Display, w/ Diamond 1" Ball Mounts & 2" RAM	$0.00	$0.00	$0.00
2	2	0	BRK-4RE-DCM-DC1	Bracket, 4RE Display/HiFi Mic/Zoom Camera Mount, Visor Post, Charger, Kit	$0.00	$0.00	$0.00
2	2	0	BRK-4RE-DVR-100	Bracket Kit, 4RE, DVR, Universal	$0.00	$0.00	$0.00
2	2	0	GPS-ANT-MGN-16F	GPS Antenna, Magnetic Mount	$0.00	$0.00	$0.00
2	2	0	WGP02073-300K	Cable Assembly, DV-1C/4RE, Power/Input, R/A 24'	$0.00	$0.00	$0.00
2	2	0	MIC-WRL-KIT-1v2	Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12'	$0.00	$0.00	$0.00
2	2	0	WGA00510-005	Cable Assembly, DVR to Hi-FI MIC, 180"	$0.00	$0.00	$0.00
2	2	0	MIC-CBN-100-07F	Cabin Microphone - 7'	$0.00	$0.00	$0.00
2	2	0	MIC-CBN-EXT-12F	Cabin Microphone Extension Cable - 12'	$0.00	$0.00	$0.00
2	2	0	WGD00085-KIT	Kit, 4RE DVR Installation Kit	$0.00	$0.00	$0.00
1	1	0	WGD00089	4RE DVR User Guide - Manual	$0.00	$0.00	$0.00
1	1	0		Document, Groove Setup Instructions	$0.00	$0.00	$0.00
2	2	0	KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	$150.00	$150.00	$0.00
2	2	0	WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	$0.00	$0.00	$0.00
2	2	0	WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	$100.00	$100.00	$0.00
2	2	0	WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	$200.00	$200.00	$0.00
2	2	0	SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	$0.00	$0.00	$0.00
2	2	0	SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	$0.00	$0.00	$0.00

INVOICE

WatchGuard Video
PO Box 677996, Dallas, TX 75267-7996
PH 800-605-6734 FX 214-383-6703

EIN: 11-3717781

Invoice	4REINV0010222
Date	1/13/2020
Page	2

Bill To:

Delta County Sheriff's Office
Attn: Accounts Payable
310 Ludington St
Escanaba MI 49829

Ship To:

Emergency Vehicle Conversion
Attn: c/o Delta County Sherif's Office
10408 Stadium Dr
Kalamazoo MI 49009

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Due Date	Order #
WILSON	DELTACOUNTYS001	Steve D	UPS GROUND	Net 30	2/12/2020	4RENORD0010840

Ordered	Shipped	B/O	Item Number	Description / Serial #	Discount	Unit Price	Ext. Price
1	1	0	Freight	Shipping/Handling and Processing Charges	$50.00	$50.00	$0.00

Subtotal	$9,711.38
Misc	$0.00
Tax	$582.68
Freight	$0.00
Total	$10,294.06

WatchGuard Video
PO Box 677996, Dallas, TX 75267-7996
PH 800-605-6734 FX 214-383-6703

EIN: 11-3717781

INVOICE

Invoice	4REINV0012850
Date	5/27/2021
Page	1

Bill To:

Delta County Sheriff's Office
Attn: Accounts Payable
310 Ludington St
Escanaba MI 49829

Ship To:

EVC
Attn: c/o Delta County Sheriff's Office
10408 Stadium Dr
Kalamazoo MI 49009

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Due Date	Order #
KOSITZKY	DELTACOUNTYS001	Steve D	UPS GROUND	Net 30	6/26/2021	4RENORD0013243

Ordered	Shipped	B/O	Item Number	Description / Serial #	Discount	Unit Price	Ext. Price
3	3	0	IV-4RE-SH-PX-10	4RE Standard Panoramic Cabin	$0.00	$4,995.00	$14,985.00
3	3	0	IV-ACK-BD-VW—	VISTA WiFi In-car Radio Base Bundle	$50.00	$500.00	$1,350.00
3	3	0	IV-ACK-WF-C—DM	MikroTik Conf WiFi Kit, Drill Mnt	$0.00	$200.00	$600.00
2	2	0	BRK-4RE-BWC-001	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, 2015 Tahoe/Silverado	$0.00	$0.00	$0.00
1	1	0	BRK-4RE-BWC-003	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, Charger Kit	$0.00	$0.00	$0.00
3	3	0	BRK-4RE-DVR-100	Bracket Kit, 4R DVR, Universal	$0.00	$0.00	$0.00
3	3	0	KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	$0.00	$150.00	$450.00
3	3	0	SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	$0.00	$0.00	$0.00
3	3	0	SFW-EVL-CLD-BAS	Evidence Library CLOUD-SHARE - Basic	$0.00	$0.00	$0.00
3	3	0	WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	$0.00	$0.00	$0.00
3	3	0	WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	$0.00	$100.00	$300.00
3	3	0	WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	$0.00	$200.00	$600.00
1	1	0	Freight	Shipping/Handling and Processing Charges	$10.00	$75.00	$65.00

Subtotal	$18,350.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$18,350.00

PO 9/29

WATCH GUARD
DIGITAL IN CAR VIDEO

INVOICE

Number: BCAMORD11257TL

WatchGuard Video
PO Box 677996, Dallas TX 75267-7996
Billing Phone 214-785-2635 Billing Fax 214-383-6703

BILL TO:	SHIP TO:
Delta County Sheriff's Office **Attn: Accounts Payable** **310 Ludington St** **Escanaba MI 49829**	**Delta County Sheriff's Office** **Attn: Kurt Wilson** **2800 College Ave** **Escanaba MI 49829**

Purchase Order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Invoice Date
20-01863	DELTACOUNTYS001	SDOBLE	UPS GROUND	Net 30	9/23/2020

QTY	Item Number	Description	Unit Price	Ext. Price
1	VIS-EXT-WIF-001	VISTA HD, WiFi Ext Wearable Camera, CE/FCC, ESD	$995.00	$793.45
1	WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	$450.00	$450.00
1	KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	$150.00	$150.00
1	VIS-CHG-BS2-KIT	VISTA Charging Base, CE Mark, R2 Kit, incl. Power and USB Cables	$95.00	$0.00
1	ORD-TYP-NTE-EL4	Evidence Library 4 Web Order	$0.00	$0.00
1	SFW-EVL-CLD-BAS	Evidence Library CLOUD-SHARE - Basic	$0.00	$0.00
1	SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	$0.00	$0.00
1	VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount, Assembly (3mm posts)	$0.00	$0.00
1	Freight	Shipping/Handling and Processing Charges	$15.00	$15.00
			SUBTOTAL	$1,408.45
			FREIGHT	$0.00
			TAX	$0.00
			TOTAL	$1,408.45