

**LAKE COUNTY DISTRICT ATTORNEY'S OFFICE
CALIFORNIA**

CONTRACT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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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 Lake County District Attorney’s Office (hereinafter referred to as “Client”) is hereby entered into between the parties with respect to one or more of Karpel Solutions’ copyrighted software program(s) known as PROSECUTORbyKarpel®, DEFENDERbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as “the Software Program(s)”).

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 subscription 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 subscription 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. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Tasks and deliverables</u>	<u>Days out</u>
<p>Project Pre-Implementation Meeting is scheduled. Server Connection Credentials to the Client server are given to Karpel to begin the data extraction (if applicable). The Client Project Manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.</p> <p>Assigned Resources: Karpel Project Manager. Client Project Manager.</p>	120
<p>Server & PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.</p> <p>Assigned resources: Client Project Manager and IT.</p>	100
<p><u>Pre-implementation meeting with Client Project Manager and System Administrators.</u> Project Team is selected including Karpel Staff and Client System Administrators. (One Client System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, reports, and interface definitions of current existing interfaces. PbK Pre-load configuration is explained, and initial Document Templates are received. Workflow pre-configuration is conducted. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	90
<p>Teleconference status meeting with Karpel and Client Project Manager to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.</p> <p>Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.</p>	80

<p>First Data Conversion Webinar- Data is reviewed on Karpel servers along with the PbK Pre-load worksheets. Client document templates are received. Data validation spreadsheets will be explained, and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. Client's existing interfaces are reviewed and analyzed to define testing procedures. (*at this point, data conversions will be repeated as many times as deemed as necessary over the next 60 days to correct data conversion anomalies reported in the data validation spreadsheets.) Review of timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager and data migration specialist. Client Project Manager, system administrators, and selected data validation users.</p>	60
<p>Teleconference status meeting with Karpel and Client Project Manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.</p> <p>Assigned resources: Karpel Project Manager, Client Project Manager/system administrators.</p>	45
<p>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.</p> <p>Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.</p>	45
<p>Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.</p> <p>Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators.</p>	40
<p>Client project manager will provide Karpel with any additional legacy data, additional legacy documents, fully complete PbK pre-load spreadsheet and completed data validation spreadsheets from the first data conversion. The Client Project Manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.</p> <p>Assigned resources: Karpel Project Manager and data migration specialist. Client Project Manager and IT.</p>	35
<p>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.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators</p>	35

<p><u>Mock Go-Live, Data Conversion Review, System Administrator Training and Final system walkthrough</u> -Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Client's pre-production site will be used for this training including completed document templates and workflow configuration. Client will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Client project manager will report all inaccuracies to Karpel. Begin final testing of all application interfaces if applicable.(at this point data conversion will repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets).</p> <p>Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager, system administrators, and selected data validation users.</p>	30
<p>Teleconference status meeting with Karpel and Client Project Manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	21
<p>Complete installation and testing of all workstations by Karpel Solutions or local IT support.</p> <p>Assigned resources: Karpel Project Manager. Client Project manager and IT.</p>	14
<p>Final teleconference status meeting with Karpel and Client Project Manager to verify final data accuracy and training area is prepared for scheduled training.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	7
<p>Final legacy data received by Karpel.</p> <p>Assigned resources: Karpel Project Manager and data migration specialist. Client Project Manager and IT.</p>	3
<p><u>Final Data Conversion is loaded.</u> 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.</p>	<p><u>Go Live</u> <u>March 23rd, 2026</u></p>

(hereinafter referred to as "the Project Scope/Timeline").

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 in "Investment Summary and Pricing".

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®

3. OTHER WORK

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

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

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

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. 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. Failure of Client to provide access and use Karpel Solutions' remote 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 the setup of each workstation prior to mock go-live.
3. Client data and document templates (if applicable) will be provided by Client in a usable format if such data is to be converted and populated by Karpel Solutions into the Software Program(s). Client is responsible for costs related to extraction, decryption, and protected data.
 - a. Legacy data (*i.e.*, any data from Client's current 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. Legacy 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 legacy 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. Document templates provided after this date will not be converted unless mutually agreed in writing otherwise.
4. 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. Charge language review and approval
 - vi. Document template review and signoff
 - vii. Data conversion review and signoff
5. 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 legacy 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.
6. **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 Investment Summary 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.
7. **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).
8. **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 PRICING

Karpel Solutions will perform its Services in exchange for payment as set forth below.

Annual Subscription and Other Fees	Qty.	Price		Total
PROSECUTORbyKarpel Subscription	35	\$1,600		\$56,000
Includes 24x7 support, two upgrades annually, and unlimited eDiscovery				
External Agency Portal				\$3,500
HOSTEDbyKarpel (per user/year)	35	\$150		\$5,250
Interface Support and Maintenance	1			\$2,000
Additional storage (per TB after included 2TB)	0	\$500		\$0
Total Annual Fees				\$66,750
Installation Services	Qty.	Price		Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000		\$1,000
Data Preload	1	\$5,000		\$5,000
Workstation setup and System Compatibility Check (per computer)	35	\$50		\$1,750
Total Installation Services				\$7,750
Professional Services	Qty.	Price		Total
Project Management		No Additional Cost		
Pre-Implementation Services (hours, remote)	12	\$150		\$1,800
Data Conversion: CRIMES	1	\$25,000		\$25,000
Data Conversion Storage (per TB after included 2TB)	0	\$500		\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	8	\$150		\$1,200
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500		\$2,500
Total Professional Services				\$30,500
Training Services	Qty.	Price	Resources	Total
Go-Live Training (days) 2 Resources On-Site	5	\$1,200	2	\$12,000
Total Training Services				\$12,000
Customization Services	Qty.	Price		Total
Interface: SunRidge Systems RIMS Law Enforcement	1	\$10,000		\$10,000
Total Customization Services				\$10,000
Estimated Travel Expenses on-site				\$6,315
Total One-Time Costs				\$66,565

This pricing is based upon the following terms and conditions:

Optional Items				Price
JasperSoft Reporting Module				\$1,000
<i>JasperSoft Reporting Module Annual Support</i>				\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>				\$600
Custom Reports (per report)				\$1,000
Document Template Conversion After 100 Documents (per document)				
<i>Criminal document templates</i>				\$25
<i>Civil document templates</i>				\$50
Data back-ups provided to client for download (each)				\$100
Additional Storage (per TB after included 2TB)				\$500
Additional Storage (per TB after included 2TB) (per 100 terabytes, per year)				\$32,000

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 Investment Summary will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions.
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 Investment Summary. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
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.
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.

5.1 Payment Terms

The first year of PROSECUTORbyKarpel and/or DEFENDERbyKarpel Software Subscription is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Software Program(s) and initial training provided to Client by Karpel Solutions. The Software Program(s) first year subscription deposit is non-refundable, including, but not limited to, in the event that this Agreement is later terminated by Client for any reason.

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.

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 ninety (90) days' notice of any pricing change prior to the renewal date.

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.

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. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual subscription payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. Karpel Solutions has the right to increase current pricing at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal.

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 on the end user's computer.

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 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 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 on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 256-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 subscription to use 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 in the course of Client's performance under Sections 4 and 8, 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. SUBSCRIPTION TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. Client is granted only limited permission (not ownership or any rights incidental to ownership) to use the Software Programs on a subscription basis 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 subscription to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's subscription will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not grant any rights under this Agreement to or allow any party to access or use the Software Program(s) without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's subscription 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 subscription to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or sublease the Software Program(s). Each subscription 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 subscription 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 subscribed to the Software Program(s), 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 subscription 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 subscribed to one full time employee, or two part-time employees as set forth above. 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. Public Agency Participation (APPLICABLE TO PUBLIC AGENCY CLIENTS ONLY): Other public agencies may utilize the terms and conditions established by this Agreement. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Karpel Solutions. Client does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

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 NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE 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

EACH PARTY AGREES THAT THE OTHER PARTY 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 THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY WAIVES ANY RIGHTS AND AGREES TO HOLD THE OTHER PARTY 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: (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: Client may terminate this Agreement on thirty (30) days' written notice to Karpel Solutions for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. 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 a reasonable period of time 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 Investment Summary 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 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 California, 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 Lake County, California, 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.

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.

Lake County District Attorney's Office

Signature

Printed Name

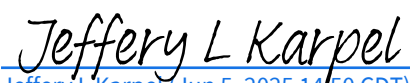
Title

Date

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By:  Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2025.06.04 16:18:12 -07'00'

Karpel Solutions



Jeffery L Karpel (Jun 5, 2025 14:50 CDT)

Signature

Jeffery L Karpel

Printed Name

CEO

Title

06/05/2025

Date

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

Client Project Manager Contact:

Phone Number: _____

Email Address: _____

Client Decision Making Attorney for Project:

Phone Number: _____

Email Address: _____

Client Project IT Contact:

Phone Number: _____

Email Address: _____

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN LAKE COUNTY DISTRICT ATTORNEY'S OFFICE AND KARPEL SOLUTIONS
FOR PARTICIPATION IN STATEWIDE DATA SHARING
FOR PROSECUTORBYKARPEL®

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 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 available 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 with respect to 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 or subscribed 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 is viewable by Contributing Parties inside PROSECUTORbyKarpel.

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 or subscription of PROSECUTORbyKarpel and that is 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 or subscription of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.
3. 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 or subscription of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.
4. 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 or subscription of PROSECUTORbyKarpel and 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.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation or subscription of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only a view of information 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 or subscription 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 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 Act 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 shared Information for use by Statewide Search. A snapshot of the Statewide Data Sharing Portal Details is attached hereto as Attachment A for illustrative purposes.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by a 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 from 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 access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. 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 provides a secure method of delivery of the Information that is requested through Statewide Search by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties.
8. Each Contributing Party has the sole responsibility and accountability for ensuring that its use of the Statewide Search function conforms with laws, regulations, policies, and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that notwithstanding anything to the contrary herein, 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 as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect 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 without obtaining the consent of all Contributing Parties 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 that Contributing Party's 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 by Karpel Solutions if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to disconnect the fetching of data used 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.

Lake County District Attorney's Office

Signature

Printed Name

Title


Date

APPROVED AS TO FORM:

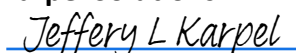
LLOYD C. GUINTIVANO

County Counsel

By:


Digitally signed by Lloyd C. Guintivano
 DN: cn=Lloyd C. Guintivano, c=US,
 o=County of Lake, ou=Office of the County
 Counsel,
 email=Lloyd.Guintivano@lakecountycal.gov
 Date: 2025.06.04 16:18:34 -07'00'

Karpel Solutions


Jeffery L Karpel (Jun 5, 2025 14:50 CDT)

Signature

Jeffery L Karpel

Printed Name

CEO

Title

06/05/2025

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.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

Joe Helibrand | Logout

☐ Entity **Bogus, Charles Robert Jr.** Name **09-18-1968** DOB **50** Age **Place of Birth** **919-99-9999** SSN

☐ Int. **999 Losing His Way** Address 1 **White** Race **Male** Sex **6'02** Height **195** Weight **81818** Local ID

Brady List Address 2 **Black** Hair **Brown** Eye **(555)555-5555** Phone **53245243** State ID

Unavailable **Saint Louis** City **MO** State **63101** Zip **State-License#** **CA 19191818238** Lic#/Class/Exp **665544333** Federal ID

Police **Walmart** Employer **WRD-Ward of the Court 07-15-2015** Defendant Status

☐ Deceased **Statewide** **CLEAR**

Person Type **Contact Info** **Address Hist**

User Fields **Alias** **Notes**

Authorized **Relations** **Schools**

Marks/Tattoos **Gangs** **Criminal Hist**

Add Case

Defendant **Witness** **CoDefendant** **Documents** **Subscriptions** **Finance** **Civil**

Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity	Status	Stage
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Belknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Exit **Payments** **Victim S** **hot** **Delete** **Update**

Case Information - Bogus, Charles James

File # **015** **066192**

Report # **PD-55432** Status **CLOSED** Stage **Disposed**

L.E. Agency **NH-Fish and Game** Jurisdiction **Rockingham**

Assigned **Karpel Solutions** **pbksyncaccount@rcso.net** Defense Attorney **Lynn Aaby** **lealaw@comcast.net**

Charges **Co-Defend** **Court Dates**

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibtd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

Exit









Signed 2nd Revised Lake County Karpel Contract 3 5 25

Final Audit Report

2025-06-05

Created:	2025-06-05
By:	Doris Lankford (Doris.Lankford@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4ZSkNznMdDU_RhBPI3-AhIxA5xiDxJNe

"Signed 2nd Revised Lake County Karpel Contract 3 5 25" History

-  Document digitally presigned by US (+US)
2025-06-04 - 11:18:12 PM GMT- IP address: 208.91.28.66
-  Document digitally presigned by US (+US)
2025-06-04 - 11:18:34 PM GMT- IP address: 208.91.28.66
-  Document created by Doris Lankford (Doris.Lankford@lakecountyca.gov)
2025-06-05 - 6:39:43 PM GMT- IP address: 208.91.28.66
-  Document emailed to karpel@karpel.com for signature
2025-06-05 - 6:45:04 PM GMT
-  Email viewed by karpel@karpel.com
2025-06-05 - 7:47:36 PM GMT- IP address: 104.47.55.254
-  Signer karpel@karpel.com entered name at signing as Jeffery L Karpel
2025-06-05 - 7:50:01 PM GMT- IP address: 129.119.235.22
-  Document e-signed by Jeffery L Karpel (karpel@karpel.com)
Signature Date: 2025-06-05 - 7:50:03 PM GMT - Time Source: server- IP address: 129.119.235.22
-  Agreement completed.
2025-06-05 - 7:50:03 PM GMT