

**SAN MATEO, CA**

**3 YEAR RENEWAL CONTRACT FOR**



PROSECUTORbyKarpel®

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This renewal agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and San Mateo, a political subdivision of the State of California (hereinafter referred to as “Client”) is for the purposes of reviewing this renewal and to continue the use of the software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

## **1. CONFIDENTIALITY STATEMENT**

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this renewal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of San Mateo County or for any other purposes other than to evaluate this contract. If the Client is required by statute or caselaw to disclose any information in this agreement, then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.



## 2. OTHER INFORMATION

Master Terms & Conditions – see original contract

## 3. INVESTMENT SUMMARY

Karpel Solutions will continue to support all descriptions, scopes, and specifications described in original contract.

**Renewal Term:** 3 years

Description	Quantity	Price	Total Cost
PROSECUTORbyKarpel license	0	\$2,250.00	\$0.00
PROSECUTORByKarpel license maintenance (per year)	130	\$450.00	\$58,500.00
Hosted (per year)	130	\$100.00	\$13,000.00
eDiscovery (per year)	130	\$125.00	\$16,250.00
Interfaces (CJIS/CJI; Jail; LE-RIMS; Court; Probation)	5	\$1,000.00	\$5,000.00
Foxit PhantomPDF Business v9 License - <b>One time fee</b>	130	\$132.00	\$17,160.00
Foxit PhantomPDF Business Annual Upgrade Assurance	130	\$27.00	\$3,510.00
<b>Renewal price – one (1) year</b>			<b>\$113,420.00</b>

### 3.1 Payment Terms

#### Annual billing:

Payment schedule to be paid in 3 equal payments of \$113,420.00 year one and \$96,260.00 for year 2 and 3 due upon the maintenance date. Total payments for three (3) years equaling \$305,940.00.

## 4. ANNUAL SUPPORT

### 4.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The Client’s license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client’s computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

### 4.1.2 SUPPORT PROVIDED

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

#### **4.1.3 HOURS OF OPERATION**

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, via a toll-free telephone number provided.

#### **4.1.4 INCLUDED SUPPORT**

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

#### **4.1.5 RESPONSE TIMES**

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

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

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

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

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

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

## 5. LICENSE TERMS AND USE

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

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



5714 S. Lindbergh Blvd. • Suite 200 • St. Louis, MO 63123 • 314-892-6300 • www.karpel.com

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

**San Mateo, CA**

**Karpel Solutions**

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

8/23/2019  
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Date