

**CITY OF COLUMBIA
PROSECUTING ATTORNEY'S OFFICE
COLUMBIA, MO**

**SOFTWARE LICENSING AND SUPPORT SERVICES
CONTRACT FOR**



PROSECUTORbyKarpel®



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

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THIS SOFTWARE LICENSING AND SUPPORT SERVICES AGREEMENT (hereinafter "Agreement") is by and between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and the City of Columbia, Missouri, a political subdivision of the State of Missouri (hereinafter referred to as "Client") and is entered into as of the date of the last signatory below. Karpel Solutions and Client are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Client is in need of a administrative software to assist its operations in its Prosecutor's Office;

WHEREAS, Karpel Solutions agrees to provide and sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK"), as well as the support services therefor.

WHEREAS, Client wishes to purchase, and Karpel Solutions wishes to provide, software licenses and support services pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. CONFIDENTIALITY STATEMENT

Client is subject to the provisions of the Missouri Revised Statutes, Chapter 610, Governmental Bodies and Records (hereinafter, "Missouri Sunshine Law"). Both Parties agree and understand that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Further, both Parties expressly agree that this Agreement is an open public record for purposes of the Missouri Sunshine Law.

2. SCOPE OF WORK

Karpel Solutions agrees to provide the following Scope of Work. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described, and to perform all work in a good and workmanlike manner.

PROSECUTORbyKarpel Implementation Timeline

| <u>Deadline</u> | <u>Tasks and deliverables</u> | <u>Days out</u> |
|------------------------|--|------------------------|
| | Final Contract signed. Project Pre-Implementation Meeting scheduled. Minimum Server and Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible. | 120 |
| | Server & PC assessment completed, and any necessary hardware or software ordered to meet PBK Installation Prerequisites. | 100 |
| | <u>Online pre-implementation meeting with project manager and System Administrators. PBK Overview WITH the 1st data conversion complete!</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. | 90 |
| | Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. | 80 |
| | <u>1st Data Conversion Webinar</u> is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained, and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. | 60 |
| | Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. | 45 |
| | 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. | 45 |
| | <u>Online document template conversion review-</u> Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. | 40 |
| | The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel. | 35 |

| | | |
|--------------|--|-----------------------|
| | Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. | 35 |
| | Online Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed Document templates and Workflow Configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. 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) | 30 |
| | Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date. | 21 |
| | Complete installation and testing of all workstations by Karpel Solutions or local IT support. | 14 |
| | Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training. | 7 |
| | Final Legacy Data received by Karpel. | 3 |
| May 17, 2021 | Final Data Conversion is loaded. Karpel trainers arrive at the Training Room. Final configuration of PBK is reviewed with all system administrators present. User training begins. Customer begins using PBK in a live state. | <u>Go Live</u> |

This schedule may be modified as mutually agreed upon by Client and Karpel Solutions in writing. Client's Prosecuting Attorney is authorized to manage the schedule of work on behalf of Client.

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

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement between the Parties.

3. ADDITIONAL WORK BEYOND THE ORIGINAL SCOPE

Any additional work requirements outside the scope of this proposal, but related to the provision and maintenance of PbK licensing and support services, will be treated separately. Karpel Solutions will, in writing, provide Client with a brief description of additional services and a quoted price prior to their performance, and the Client may accept the proposed additional work with a purchase order. All additional services purchased via a purchase order will be controlled by the terms and conditions of this Agreement. Any legal terms in these documents beyond the simple description of services and quote will not be binding on either Party. No additional charges will be incurred without prior written approval from Client in the form of a Purchase Order.

4. GENERAL CLIENT RESPONSIBILITIES

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

1. Access to client facilities, computers, servers, network infrastructure and software as deemed both necessary by the Karpel Solutions project manager and reasonable by the Client.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
 - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance will render the Karpel Solutions support agreement null and void.

4.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.



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5. INVESTMENT SUMMARY

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

| Software Products/Licensing | Qty. | Price | Total |
|-----------------------------|------|---------|-----------------|
| PROSECUTORbyKarpel | 8 | \$2,250 | \$18,000 |
| Total Software | | | \$18,000 |

| Installation Services | Qty. | Price | Total |
|---|------|---------|----------------|
| SQL Database configuration | 1 | \$1,000 | \$1,000 |
| ±Client Support Tool/Scanning tool install and system compatibility check | 8 | \$50 | \$400 |
| Total Installation Services | | | \$1,400 |

| Professional Services | Qty. | Price | Total |
|---|------|----------|----------------|
| Project Management | | no cost | \$0 |
| Online Pre-implementation Meetings (hrs.) | 12 | \$150 | \$1,800 |
| Data Conversion (Justware) No cost with 2020 contract | 1 | \$10,000 | \$0 |
| Document Template Conversion (up to 50 documents) | 50 | \$25 | \$1,250 |
| Total Professional Services | | | \$3,050 |

| Customizations | Qty. | Price | Total |
|---|------|----------|-----------------|
| Law Enforcement Interface - Parking Tickets | 1 | \$10,000 | \$10,000 |
| Court Interface -ShowMeCourts | 1 | \$5,000 | \$5,000 |
| Total Customizations | | | \$15,000 |

| Onsite Training Services | Qty. | Price | Total |
|---|------|-------------------|----------------|
| Go-Live Training days and onsite support (includes system admin training and onsite support) | 4 | \$1,200 1 trainer | \$4,800 |
| Total Onsite Training Services | | | \$4,800 |

| Annual Support and Services | Qty. | Price | Total |
|--------------------------------------|------|---------|----------------|
| PROSECUTORbyKARPEL | 8 | \$450 | \$3,600 |
| Interface Annual Support | 2 | \$3,000 | \$3,000 |
| Hosting Services | 8 | \$100 | \$800 |
| Hosted eDiscovery Service | 1 | \$1,000 | \$1,000 |
| Total Annual Support Services | | | \$8,400 |



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| | |
|---|-----------------|
| Estimated Expenses - not to exceed | |
| Travel expenses include airfare, lodging ground transportation and M&E | \$1,050 |
| Total Project Cost (excluding any applicable taxes) | \$41,700 |

| Optional Services/Cost | Qty. | Price | Total |
|--|------|----------|----------------------|
| Data Exchange Interfaces | | | |
| Law Enforcement Interface | 1 | \$10,000 | \$10,000 |
| Interface annual support | 1 | \$2,000 | \$2,000 |
| Optional Modules | | | |
| External Agency Portal (site license) | 1 | \$5,000 | \$5,000 |
| External Portal annual support | 1 | \$1,000 | \$1,000 |
| Other Services | | | |
| Post Implementation training- on site (min 1 day) | | \$1,200 | Plus Travel Expenses |
| Post Implementation training- on-line (min 2 hrs.) | 2 | \$150 | \$300 |
| Hourly rate for personnel | 1 | \$150 | |

*Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

The stated costs for interfaces include Karpel’s development and testing time. There may be an additional cost from the other vendor(s), which is not included within this contract. This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client’s sole responsibility.

PROSECUTORbyKarpel® is a hosted only solution.

If a scheduled go-live date is changed within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.



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Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the MOU at Appendix A must be signed separately from the main contract.

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

Travel expenses include airfare, lodging, ground transportation and M&IE.

5.1 Payment Terms

A. *Pricing.* The pricing for all services by Karpel Solutions to Client for successful implementation of the project including but not limited to installation, licensing, hosting and support services shall be set at the amounts described in the investment summary included above. These fees described herein may be subject to change at the sole discretion of Karpel Solutions, except for the hosting services fees, all other fees shall not increase by an amount greater than four (4%) of the fee amount from the previous 1 year term of the Agreement.

B. *Billing.* Karpel Solutions shall invoice the Client in writing. For the initial year of the Agreement, the payment schedule will be fifty (50%) percent of the Software User Licenses due upon Effective Date, and the remaining initial year cost due upon completion of implementation and training. All other invoices shall be consistent with the terms and conditions of this Agreement.

C. *Payment.* Client agrees to pay all uncontested amounts of an invoice within (30) days of its receipt. Client expressly reserves the right to disapprove in whole or in part a request for payment. If an amount of an invoice is contested, then Client shall notify Karpel Solutions in writing within twenty (20) days of receipt of the invoice. Within this written notice Client shall provide the reasoning for Client's disapproval. Karpel Solutions shall (a) cure the error in the invoice and resubmit it, or (b) respond in writing justifying its position. If a cure or resolution cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.

D. *Not to Exceed Amount for Initial Implementation.* It is expressly understood by both Parties that in no event shall the cumulative amount of payment from Client to Karpel Solutions for the initial installation and successful implementation of the project exceed **Forty-One Thousand Seven Hundred Dollars (\$41,700)**, unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement.

E. *Annual Payments.* Client will make payments for licensing, hosting and support services on an annual basis in accordance with the terms and conditions of this Agreement.

F. *Additional Work or Future Support Options.* Any additional work or support by Karpel related to the PbK may be performed via Purchase Orders. The terms and conditions of this Agreement shall govern all purchase orders.

G. *Interest and Late Fees.* Any 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.

6. ANNUAL SUPPORT

6.1.1 TECHNICAL SUPPORT FEES

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

6.1.2 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.

6.1.3 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 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.

6.1.4 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. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

6.1.5 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:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

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

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

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

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

7. 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.

4. 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. 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.



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8. MASTER TERMS AND CONDITIONS

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

GENERAL TERMS

1. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, neither Party may assign or otherwise transfer their rights and obligations under this Agreement without the prior written consent of the other Party, and any purported assignment or other transfer without such consent will be void and of no force or effect.
2. **AMENDMENT, MODIFICATION AND WAIVER.** Any amendment or modifications of this Agreement shall not be binding on either Party unless it is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties. Neither party will be deemed to have waived any of its rights under the Agreement unless it is in writing and signed by a duly authorized officer or representative of the applicable Party. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. **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 is due to an event of Force Majeure. For purposes of this Agreement, "Force Majeure" means any event that is a result of the elements of nature which delays or prevents a Party's performance of its obligations, but only to the extent that (i) such event of Force Majeure is not attributable to fault or negligence on the part of that Party, (ii) such event of Force majeure is caused by factors beyond that Party's reasonable control, and (iii) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences. A Party claiming Force Majeure shall provide prompt notice of such to the other Party.
4. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
5. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions shall inform the client promptly if this occurs and shall exercise due diligence to timely analyze, correct and work around the anomalies or performance issues.

6. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
7. SOFTWARE AUDIT. Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time when PbK. Client will cooperate with the audit, including providing reasonable access to information that is relevant to determine whether there has been unauthorized use of PbK and necessary for purposes of the audit. Karpel Solutions' audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
8. CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. TERM. The term of this Agreement shall be for one (1) year and will begin upon Effective Date. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless otherwise terminated as provided for herein.
10. TERMINATION.
 - a) TERMINATION FOR DEFAULT. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within thirty (30) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
 - b) TERMINATION FOR CONVENIENCE. Client may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice. Karpel Solutions may terminate this Agreement for convenience at the end of a term, provided Karpel Solutions provides at least sixty (60) days advance notice to Client in writing.
 - c) RIGHTS AFTER EXPIRATION OR TERMINATION. Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the

Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Termination is not an exclusive remedy.

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

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. LIMITED WARRANTY. Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel, exercise reasonable skill, care and diligence in the performance of the Agreement and in securing Karpel Solutions' Service and Website, and to carry out its responsibilities under this Agreement in accordance with generally accepted standards of good professional practice in effect at the time of performance. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. INTERNET AND NETWORK. Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. PASSWORD PROTECTION. Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users licensed by Karpel may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein that was caused by Client's failure to protect the login and password information of users.

4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client
7. **NO HARMFUL CODE.** Karpel Solutions warrants that the Services and Website do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.
8. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**

INSURANCE

KARPEL SOLUTIONS shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CLIENT'S review or acceptance of insurance maintained by KARPEL SOLUTIONS is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by KARPEL SOLUTIONS under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. **Workers' Compensation & Employers Liability.** KARPEL SOLUTIONS shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. **Commercial General Liability.** KARPEL SOLUTIONS shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. **Business Auto Liability.** KARPEL SOLUTIONS shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired

automobiles. In the event KARPEL SOLUTIONS does not own automobiles, KARPEL SOLUTIONS agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. KARPEL SOLUTIONS may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. KARPEL SOLUTIONS agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the KARPEL SOLUTIONS and CITY. KARPEL SOLUTIONS is required to maintain coverages as stated and required to notify CLIENT of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a certificate of insurance.

f. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event KARPEL SOLUTIONS fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and Client does not assume any liability for acts of KARPEL SOLUTIONS and/or KARPEL SOLUTIONS's employees and/or KARPEL SOLUTIONS's subcontractors in the performance of this Agreement.

CONFIDENTIALITY

1. DEFINITIONS. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be Client Content, Personally Identifiable Information, or a closed record as defined under Chapter 610 of the Missouri Revised Statutes. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, (iv) is

independently developed by the receiving party without the use of any Confidential Information, or (v) any open record as defined under Chapter 610 RSMo.

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

3. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall exercise reasonable skill, care and diligence in protecting the confidentiality of Personally Identifiable Information, and will carry out its responsibilities in accordance with the generally accepted standards of good professional practice in effect at the time of performance. Karpel Solutions is not liable for disclosure of Personally Identifiable Information that was caused by Client's own negligence or misconduct.

4. **KARPEL DISCLOSURE OF CONFIDENTIAL INFORMATION WHEN REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed by Karpel pursuant to any law, code, regulation or court order from a court of competent jurisdiction, then Karpel shall give the Client immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the Client in seeking a protective order with respect to the Confidential Information requested.

5. **MISSOURI SUNSHINE LAW AND CLIENT DISCLOSURE.** Client is subject to the provisions of Missouri Revised Statutes Chapter 610, Government Bodies and Records (hereinafter, "Missouri Sunshine Law"). The Parties agree and understand that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended, and that Client cannot, and does not, agree to keep anything confidential which is an open record under the Missouri Sunshine Law. **CLIENT STRONGLY ENCOURAGES KARPEL SOLUTIONS TO KEEP AND MAINTAIN ANY OF ITS OWN RECORDS WHICH IT BELIEVES ARE NOT SUBJECT TO PUBLIC DISCLOSURE UNDER THE MISSOURI SUNSHINE LAW.** In the event disclosure of records by Karpel to Client is absolutely required in order to perform its obligations under this Agreement, and Karpel Solutions reasonably believes in good faith that the written information is a closed record under the Missouri Sunshine Law, then Karpel Solutions shall conspicuously mark such records as "CONFIDENTIAL". Records not appropriately marked by Karpel Solutions' will not be considered Confidential Information under the terms of this Agreement. If Client receives an open records request for any such records marked by Karpel Solutions as "Confidential", then Client will endeavor to notify Karpel Solutions as soon as practical to provide Karpel Solutions with an opportunity to protect such documents from public disclosure. Both Parties agree and understand that this Agreement is a public record under the Missouri Sunshine Law and is not Confidential Information.

6. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the

provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

7. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.

8. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Both Parties agree and understand that Client may revoke the right of Karpel Solutions to use Client's name in any promotional marketing materials at any time and for any reason, upon Client's written notice to Karpel Solutions prohibiting further use of Client's name in their marketing materials.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

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



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

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

City of Columbia, MO
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205

WITH A COPY TO:
City of Columbia, MO
ATTN: City Prosecutor
P.O. Box 6015
Columbia, MO 65205

5. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
6. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
7. MISSOURI ANTI-DISCRIMINATION AGAINST ISRAEL ACT. Pursuant to Missouri Revised Statute Section 34.600, Karpel Solutions certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
8. GENERAL NONDISCRIMINATION. Pursuant to Chapter 12 of the Code of Ordinances of the City of Columbia, Karpel Solutions, and any subcontractor thereof, agrees to comply with all state, federal and local regulations regarding unlawful discrimination.



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9. **AMERICAN WITH DISABILITIES ACT.** Karpel Solutions shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Karpel Solutions providing services directly to the public, Karpel Solutions shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this Agreement are conditional upon Karpel Solutions certifying to Client Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
10. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED.** Karpel Solutions shall comply with Missouri Revised Statute Section 285.530 in that Granicus shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Karpel Solutions shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Karpel Solutions shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Karpel Solutions shall require all subcontractors to observe the requirements of this section.
11. **GENERAL LAWS.** Karpel Solutions shall comply with all federal, state and local laws, rules, regulations and ordinances.
12. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURE PAGE TO FOLLOW]



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *AK*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. _____, and there is an unencumbered balance to the credit of such appropriation, sufficient to pay therefor.

By: _____
Matthew Lue, City Director of Finance

KARPEL COMPUTER SYSTEMS, INC.

By: *[Signature]*

Printed Name: MATT ZIEMIANSKI

Title: CEO

Date: 11/9/2020

Mailing Contact:

Robert Rinck, City Prosecutor _____

Mailing Address:

City of Columbia, Missouri _____

ATTN: City Prosecutor _____

P.O. Box 6015 _____

Columbia, MO 65205-6015 _____

Billing Contact:

Matthew Lue, City Director of Finance _____

Billing Address:

City of Columbia, Missouri _____

ATTN: Finance Department _____

P.O. Box 7236 _____

Columbia, MO 65205-7236 _____

Agency Project Manager Contact:

Robert Rinck, City Prosecutor _____

Phone Number: 573-874-7229 _____

Email Address: CityProsecutor@como.gov _____

Project IT Contact:

Shreya Mukerji _____

Phone Number: 573-817-5033 _____

Email Address: Shreya.Mukerji@como.gov _____