

**EL DORADO COUNTY ALTERNATE PUBLIC  
DEFENDER'S OFFICE  
EL DORADO COUNTY, CA**

**EL DORADO COUNTY CONTRACT #5963 FOR**



DEFENDERbyKarpel®



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

## TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. CONFIDENTIALITY STATEMENT	3
2. SCOPE OF WORK	3-4
3. OTHER INFORMATION	4
4. GENERAL CLIENT RESPONSIBILITIES	4-5
5. INVESTMENT SUMMARY	5-7
6. ANNUAL SUPPORT	7-9
7. LICENSE TERMS AND USE	9-10
8. MASTER TERMS AND CONDITIONS	12



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

## 1. CONFIDENTIALITY STATEMENT

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal 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 El Dorado County or for any other purposes other than to evaluate this contract. If Client is required by statute or case law 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. SCOPE OF WORK

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

	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to Client’s Contract Administrator.	
	Workstation assessment completed by Karpel Solutions and any necessary hardware or software ordered to meet DbK Installation Prerequisites.	
	Client Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	
	Teleconference status meeting with Karpel Solutions and Client’s Contract Administrator will occur to review progress and answer additional questions regarding pre-load spreadsheet.	
	Karpel Solutions 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 Solutions testing procedures to thoroughly test browser functionality, document generation, County’s OS/Platform Calendaring, and email on each workstation.	
	Client’s Contract Administrator will provide Karpel Solutions with any additional legacy documents.	



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

	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.	
	Karpel Solutions will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Client’s Contract Administrator will report all inaccuracies to Karpel Solutions. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	
	Final teleconference status meeting with Karpel Solutions and Client’s Contract Administrator to verify final data accuracy and training area is prepared for scheduled training.	Go Live*

\*All items listed above, including Workstation Assessment, implementation, training, and the Go Live date shall occur within forty-five (45) days of a fully executed Agreement. This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works®, and Corel WordPerfect® documents provided by Client into a format that can be utilized by DbK 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 DbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement (Contract #4072) .

### 3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of an amendment and must be approved by Client prior to start of such work. No additional charges will be incurred without a written and mutually agreed upon executed amendment.

Client’s Contract Administrator with responsibility for administering this Agreement is Elvira Lua-Ortiz, Alternate Public Defender, or successor.

### 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 computers as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
  - a. DbK application access using Karpel Solutions’ laptops and Client’s network for training and application testing.
  - b. Installation of the Karpel Solutions remote support tool, ConnectWise Control, on all desktops executing the DbK application.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

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 DbK.
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 Solutions will determine if a fix is possible and an additional fee for this work may be presented for this work. Client will request a quote from Karpel Solutions for additional services and fees. Additional services shall not be ordered and additional fees shall not be charged to Client without prior written approval from Client’s Contract Administrator.

### 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
DbK	7	\$1,500	\$10,500
<b>Total Software</b>			<b>\$10,500</b>

Installation Services	Qty.	Price	Total
DbK Installation and Configuration	1	\$1,000	\$1,000
<b>Total Installation Services</b>			<b>\$1,000</b>

Remote Training Services	Remote	Price	Total
Remote Training Services (Hours)	8	\$75	1 resource \$600
<b>Total Remote Training Services</b>			<b>\$600</b>

<b>Total One-Time Costs</b>				<b>\$12,100</b>
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Annual Support Services	Qty.	Price	Total
DbK	7	\$300	\$2,100
Hosted Services (per user/year)	7	\$100	\$700
<b>Total Annual Support Services</b>			<b>\$2,800</b>

<b>First Year Cost</b>				<b>\$14,900</b>
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9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

Optional Items	Price
Custom Reports (per report)	\$1,000
Unlimited eDiscovery	\$875
Document Template Conversion After one hundred (100) Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50

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

The stated costs for interfaces include Karpel Solutions’ development and testing time.

**PLEASE NOTE: THERE MAY BE AN ADDITIONAL COST FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THIS CONTRACT.** Client will request a quote from Karpel Solutions for other direct costs and third-party services. Other direct costs and third-party services shall not be ordered and additional fees shall not be charged to Client without prior written approval from the authorized Client Contract Administrator. Any invoices that include other direct costs and third-party services shall be accompanied by backup documentation to substantiate Karpel Solutions’ costs for the services being billed on those invoices. Fees for other direct costs and third-party services authorized herein shall be invoiced at Karpel Solutions’ cost, without markup, for the services rendered.

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

Pricing for Custom Reports and Document Templates within Optional Services will remain valid up to ninety (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 from Client’s Contract Administrator. Remote training for eDiscovery, if purchased and implemented, shall be provided at no additional cost.

Notwithstanding any other provision of this Agreement to the contrary, payments to Karpel Solutions for travel, lodging, per diem, and mileage expenses, if applicable, for Karpel Solutions’ claims for reimbursement shall not exceed the rates to be paid to El Dorado County employees under the current Board of Supervisor’s Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by Client’s Contract Administrator or designee. Karpel Solutions is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Karpel Solutions shall not be reimbursed for “no-show” hotel charges unless there are unavoidable reasons for not cancelling the room and Client’s Contract Administrator or designee has determined that the reasons are valid.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

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

### **5.1 Payment Terms**

For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears.

Payment schedule to be fifty percent (50%) of Software User Licenses due upon execution of Agreement and the remaining cost due upon completion of implementation and training.

## **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. 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 Client's discretion. Client's license to use DbK is not dependent upon Client purchasing annual support; however, if 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 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 Solutions has the right to increase current pricing by an amount not to exceed three percent (3%) of the cost of the previous year.

### **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.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

#### 6.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all DbK 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 Solutions 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 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 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 Client's production system is down and Client is unable to use DbK, 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 system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering Client's environment. DbK may operate but is 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 the customer.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

Severity Level 3 shall be defined as a minor problem that exists with DbK 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, unless otherwise authorized in writing by Client.

General Assistance: For general software 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.

## 7. LICENSE TERMS AND USE

This software, DbK, 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 DbK is required for each user or employee. Each license of DbK may not be shared by more than one full time employee or user (defined as working twenty [20] hours or more per week), nor more than two (2) part-time employees or users (defined as working less than twenty [20] hours per week each and working no more than forty [40] hours per week together). Client agrees that Karpel Solutions will suffer damages from 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.
4. DbK 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. DbK is licensed for a single installation of one (1) full time employee. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK 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. DbK 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



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

records the Software shall be considered exempt from disclosure. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "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.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the dates indicated 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 an "Amendment" to Client for its review and approval. This offer is the 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.

**El Dorado County**

**Karpel Solutions**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michele Weimer

**Matt Ziemianski**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Purchasing Agent

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

\_\_\_\_\_  
Date

**09/30/2021**  
\_\_\_\_\_  
Date



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

## 8. MASTER TERMS AND CONDITIONS

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

#### GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. PAYMENT TERMS. A statement for services rendered will be submitted by Karpel Solutions at the completion of the service to County's Contract Administrator at the address listed in Item 31 below.. The invoice is payable upon receipt. Terms are Net forty-five (45) days. Karpel Solutions reserves the right to discontinue performing services for Client in the event of nonpayment of services by Client.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time with approval from Client.
4. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure. Once the cause(s) has ceased, Karpel Solutions shall provide written notice to Client and immediately resume its performance under this Agreement.
6. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

Karpel Solutions, including any subcontractor or employees of Karpel Solutions, shall not receive, nor be eligible for, any benefits Client provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Karpel Solutions shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Client is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Karpel Solutions. Karpel Solutions shall not be subject to the work schedules or vacation periods that apply to County employees.

Karpel Solutions shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Karpel Solutions provides for its employees.

7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of DbK and licenses of DbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records, or other information that relate to the use of DbK. 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 DbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation, and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in DbK or security breaches that result in the unauthorized dissemination of data contained in DbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.

**Discovery and Notification of Breach.** Karpel Solutions shall notify Client immediately by telephone call or email upon the discovery of a data security breach or any suspected security incident, intrusion, or unauthorized use or disclosure of Client's data within Karpel Solutions' possession or control. In the event of a security breach, Karpel Solutions shall take prompt corrective action to



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

mitigate any risks or damages involved with the breach and any action as required by applicable federal and state laws and regulations. Karpel Solutions shall immediately investigate such security incident, data breach, or unauthorized disclosure and within one (1) day of discovery of the breach, security incident, or unauthorized use or disclosure, report to Client the following details, if known: (i) the nature of the unauthorized use or disclosure; (ii) the computerized data that includes personal information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Karpel Solutions has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Karpel Solutions has taken or shall take to prevent future similar unauthorized use or disclosure. Karpel Solutions shall provide daily updates via written report to the Client until all five breach reporting elements, listed within this paragraph, and other such information as reasonably requested by the Client are resolved to the Client's satisfaction..

In the event the security breach occurs as a result of Karpel Solutions' negligent acts or omissions, Karpel Solutions shall notify individuals of the breach when notification is required under state or federal law and shall pay any costs of such notifications, as well as the costs associated with the breach. Client shall approve the time, manner and content of any such notifications.

10. MATERIALS. Client will pay Karpel Solutions for 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. Upon mutual agreement, Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare in accordance with Section 5 of the Agreement. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. TERMINATION. Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then Client may terminate the Annual Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**Data destruction.** Upon termination or expiration of this Agreement, including non-renewal of maintenance and support services, Karpel Solutions shall delete all or erase from Karpel Solutions' systems and equipment all Client data provided under this Agreement, including any data stored on purchased, leased, or rented electronic storage equipment and electronic devices. At Client's written request, Karpel Solutions shall provide Client with written certification, within a reasonable period of time after Client's request, but in no event later than ninety (90) days from Client's request, that Client data and information stored on Karpel Solutions' systems and equipment were destroyed and rendered unusable, unreadable and/or undecipherable in accordance with the National Institute of Standards and Technology standards for data sanitization or its equivalent.

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

#### **LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION**

13. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of DbK are made by Karpel Solutions other than as expressly stated in this Agreement.
14. **INTERNET AND NETWORK.** Karpel Solutions makes DbK 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 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 DbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of DbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
15. **PASSWORD PROTECTION.** Access to DbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to DbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the DbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to DbK. Karpel Solutions is not liable for any unauthorized access to DbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

16. **SYSTEM REQUIREMENTS.** Karpel Solutions provides DbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of DbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
17. **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.
18. **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 Client.
19. **Disclaimer.** The foregoing warranties are exclusive and are made in lieu of all other warranties, either express and implied, which are hereby disclaimed, including without limitation, any implied warranties of noninfringement, title, merchantability, fitness for a particular purpose and any warranties arising out of a use in trade or course of dealing or performance. Karpel solutions does not warrant (i) that access to or use of all or any part of DbK will be continuous, error-free or uninterrupted, (ii) that the results arising out of client's use of DbK will be accurate, complete or error-free, or (iii) that the service, software, documentation or website will meet client's needs.

#### **KARPEL SOLUTIONS EMPLOYEES**

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

#### **CONFIDENTIALITY**

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



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23. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.
24. **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.
25. **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**

26. Client agrees that Karpel Solutions may identify Client (solely by name) 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.
27. 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**

28. **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.
29. **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.
30. **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.



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31. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions’ address for such notices is set forth below. Notices to Client shall be in duplicate and addressed as 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. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions  
9717 Landmark Parkway Dr., Suite 200  
St. Louis, MO 62127  
(314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@karpel.com)

or to such other location as Karpel Solutions directs.

Notices to Client shall be in duplicate and addressed as follows:

To County:  
County of El Dorado  
Alternate Public Defender’s Office  
330 Fair Lane  
Placerville, California 95667

With a copy to:  
County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Elvira Lua-Ortiz  
Alternate Public Defender

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as Client directs.

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

33. BUSINESS LICENSE. Client’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Should it become necessary during the performance of duties required by this Agreement that any employee or subcontractor of Karpel Solutions perform services in the unincorporated territory of El Dorado County, Karpel Solutions warrants and represents that it shall comply with all of the requirements of Client’s Business License Ordinance, where applicable, prior to beginning said work under this Agreement.