BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586.469.5125 FAX 586.469.5993
macombcountymi.gov/boardofcommissioners

BOARD OF COMMISSIONERS

REGULAR SESSION WITH A SPECIAL AGENDA

FRIDAY, NOVEMBER 9, 2012

SPECIAL FINAL AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Adoption of Agenda

5. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)

6. Committee Report:

   a) Special Finance, November 9 **(to be provided)**

7. New Business

8. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)

9. Roll Call

10. Adjournment

MACOMB COUNTY BOARD OF COMMISSIONERS

Kathy D. Vosburg
District 8
Chair

Marvin E. Sauger
District 2
Vice Chair

Fred Miller
District 9
Sergeant-At-Arms

Toni Moceri – District 1   David Flynn - District 4   James L. Carabelli - District 6   Roland Fraschetti- District 10   Bob Smith- District 12
Phillip A DiMaria- District 3   Ray Gralewski- District 5   Don Brown- District 7   Kathy Tocco- District 11   Joe Sabatini- District 13

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November 9, 2012

TO: BOARD OF COMMISSIONERS

FROM: DON BROWN, CHAIR
FINANCE COMMITTEE

RE: RECOMMENDATION FROM SPECIAL FINANCE COMMITTEE
MEETING OF NOVEMBER 9, 2012

At a **special** meeting of the Finance Committee, held Friday, November 9, 2012, the following recommendation was made and is being forwarded to the 11-9-12 special Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY GRALEWSKI, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE IMAGESOFT CONTRACT SUBMITTED BY CHIEF JUDGE DAVID VIVIANO AND COURT ADMINISTRATOR JENNIFER PHILLIPS FROM THE 16TH JUDICIAL CIRCUIT COURT AND MACOMB PROBATE COURTS; FURTHER, A COPY OF THIS BOARD OF COMMISSIONERS' ACTION IS DIRECTED TO BE DELIVERED FORTHWITH TO THE OFFICE OF THE COUNTY EXECUTIVE. **THE MOTION CARRIED** WITH CARABELLI AND MILLER VOTING "NO."

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR BROWN, SUPPORTED BY COMMISSIONER FLYNN.

MACOMB COUNTY BOARD OF COMMISSIONERS

Kathy D. Vosburg District 8 Chair	Marvin E. Sauger District 2 Vice Chair	Fred Miller District 9 Sergeant-At-Arms

Toni Moceri – District 1	David Flynn - District 4	James L. Carabelli - District 6	Roland Fraschetti- District 10	Bob Smith- District 12
Phillip A DiMaria- District 3	Ray Gralewski- District 5	Don Brown- District 7	Kathy Tocco- District 11	Joe Sabatini- District 13

RESOLUTION NO. _____   **FULL BOARD MEETING DATE:_____**

                                                    AGENDA ITEM:_____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve the ImageSoft contract submitted by Chief Judge David Viviano and Court Administrator Jennifer Phillips from the 16th Judicial Circuit Court and Macomb Probate Courts

INTRODUCED BY: Phil DiMaria - Chairman, Justice & Public Safety Committee

COMMITTEE/MEETING DATE
Justice and Public Safety-11/13/12   *WAIVED TO SPECIAL FINANCE
Special Finance 11-9-12
Special Full Board 11-9-12

To: Mark Deldin
Deputy County Executive

From: Peter Provenzano

Finance Director

SUBJ: CONTRACT/PROGRAM REVIEW REQUEST

Mark A. Hackel
County Executive

Title: ImageSoft Contract

Dept: Circuit Court   Contact Person: Jennifer Phillips

Date: 11/7/12   Telephone Number: 469-5164

☐ Initial   ☐ Revision   ☐ Extension   ☑ Final   ☐ Other: _____

Office of Corporation Counsel

Approved: _____ Dated: 11/7/12

Rejected*: _____ Dated: _____

Department Received Stamp

Finance Department

Approved: _____ Dated: 11-7-12

Rejected*: _____ Dated: _____

Department Received Stamp

Risk Manager

Approved: John P. Anderson Dated: 11-7-12

Rejected*: _____ Dated: _____

Department Received Stamp

Office of County Executive

Approved: _____ Dated: 11-7-12

Rejected*: _____ Dated: _____

Department Received Stamp

Contract/Program Synopsis:

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*When rejected Attach Explanation   Rev. 1 - 07/21/2011

▐▶ ImageSoft

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into by and between <u>Macomb County Circuit Court</u> having a place of business at <u>40 N. Main Street, Mt. Clemens, MI 48043</u> (hereinafter "Customer"), and <u>ImageSoft, Inc.</u>, having a place of business at <u>25900 W. 11 Mile Road, Suite 100, Southfield, Michigan 48034</u> (hereinafter "ImageSoft").

1. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

"Agreement" shall mean this Professional Services Agreement.

"Statement of Work" or "SOW" shall mean the document that describes the Software, Hardware, and Services; and indicates the charges for the Software, Hardware, and Services described therein.

"Software" shall mean the software to be provided by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

"Hardware" shall mean the hardware to be provided by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

"Services" shall mean the services to be performed by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

2. TERMS AND CONDITIONS

A.   Description of Services

ImageSoft, from time to time, shall provide Software and Hardware to Customer and/or shall perform Services for Customer. Such Software, Hardware, and/or Services shall be described in a Statement of Work.

B.   Statements of Work

ImageSoft and Customer may, from time to time, execute one or more Statements of Work agreements. Each Statement of Work: (1) shall be executed by both parties; and (2) shall constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such Statement of Work, shall be deemed to incorporate therein all of the terms and conditions of this Agreement.

C.   Independent Contractor

(1)   With respect to the performance of the work, duties and obligations arising under this Agreement, it is mutually understood and agreed that ImageSoft shall at all times be an independent contractor. Customer shall neither have nor exercise any control or direction over the methods by which ImageSoft shall perform its work and duties, except that the sole interest and responsibility of Customer is to ensure that the services

⊮ ImageSoft

performed by ImageSoft pursuant to this Agreement shall be performed in a competent, efficient and timely manner. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. ImageSoft shall not be restricted from performing services for others and shall not be bound to Customer except as provided under this Agreement.

(2) ImageSoft understands and agrees that Customer will not withhold on behalf of ImageSoft or any of ImageSoft's agents, employees or sub-contractors any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to ImageSoft or make available to ImageSoft or any of ImageSoft's agents, assistants or employees any of the benefits afforded to employees of Customer. All such payments, withholdings and benefits, if any, are the sole responsibility of ImageSoft.

D. No-Hire Clause.

Each party agrees that, without the prior consent of the other party, it will not offer employment to or discuss employment with any employees of the other party until one (1) year after the completion of the Services provided by ImageSoft pursuant to any related Statement of Work.

E. Waiver

No assent or waiver, expressed or implied, or any breach of any one or more of the terms of this agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

F. Term

Unless terminated in accordance with "Termination" section below, the term of this Agreement shall begin on the date hereof and shall continue for one (1) year after all services are completed and paid for under good faith efforts by both parties and both parties meeting mutually agreed upon implementation schedules, dates, and payment schedules.

G. Billing and Payment

For the Software and Hardware provided hereunder by ImageSoft and for the Services performed hereunder by ImageSoft, Customer agrees to pay to ImageSoft the charges for the Software, Hardware, and Services that are indicated in the Statement of Work. The following policies concerning billing and payment shall apply:

(1) ImageSoft is not obligated to begin providing the Software and Hardware and performing the Services until it has received the down payment that is indicated in the Statement of Work.

(2) Each invoice that Customer receives from ImageSoft is due and payable per the Payment Terms described in the Statement of Work.

(3) All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, ImageSoft shall have the right to cease to provide any products and services to Customer unless and until such default, and any and all other defaults by Customer under this Agreement, shall have been cured.

ImageSoft

(4)　　All payments are to be made in US dollars.

H.　Title to Work Product

ImageSoft and Customer hereby agree that all improvements, inventions, modifications, ideas, discoveries, computer programs, deliverables and other work product, including data entry, of ImageSoft created and produced exclusively for Customer pursuant to the terms of this Agreement (the "Intellectual Property"), shall be the property of Customer. Customer will retain exclusive right and title in and to said Intellectual Property. Notwithstanding the foregoing: Customer hereby grants to ImageSoft, an unlimited license, revocable upon termination of the contract, for ImageSoft to use the Intellectual Property for its own benefit and for the benefit of third parties in connection with the conduct of its business.

The Intellectual Property rights described in this section do not apply to Software Modules that ImageSoft may provide to Customer that are either: a) licensed from third-party vendors, or b) which are previously developed and owned by ImageSoft. ImageSoft may elect to make improvements to existing previously developed Software Modules, while retaining complete ownership rights to the original Software Module and the improvements.

I.　Confidentiality

ImageSoft hereby acknowledges that in performing the services, it may be furnished or otherwise be provided access to Customer's confidential information, including trade secrets and other proprietary information, all of which is clearly marked as confidential by Customer. ImageSoft hereby agrees and covenants to hold in trust and confidence all such information during and following the term of this Agreement; provided, however, that ImageSoft may disclose such confidential information if required by any judicial or government request, requirement or order. ImageSoft shall be liable to Customer only in the event of a willful and material disclosure of Customer's confidential information or data, provided, that ImageSoft's liability shall be limited to an amount not exceeding the purchase price of the services provided hereunder.

J.　Marketing

Either party may communicate to the public, through a Website, press release or other marketing vehicle, the fact that a business relationship exists and in general that work is being performed, so long as no specific information is disclosed which could reasonably be considered confidential.

K.　Limitation of Liability

In no event, shall ImageSoft or Customer be liable for (a) any loss, expense or damage associated with party's or a third-party's loss of revenue, profits, savings business or goodwill or (b) any indirect, exemplary, proximate, consequential or incidental damages and expenses of any nature relating to this Agreement or the services. Customer's sole and exclusive remedy in the case of a breach of this Agreement by ImageSoft shall be a refund of the price paid for those services not provided in accordance with the terms of this Agreement as a result of ImageSoft's breach. ImageSoft's sole and exclusive remedy in case of breach of this Agreement by Customer shall be limited to amount due for services provided in accordance with the terms of this Agreement as a result of Customer's breach.

Indemnification: ImageSoft will indemnify, defend and hold harmless Customer from any liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys expert witnesses, and other consultants) that

may be imposed upon, incurred by, or asserted against Customer by reason of ImageSoft's acts or services provided under this contract.

L.   Data Protection

During the implementation of any computer system there is the possibility of inadvertent or accidental loss of data. Also, computer hardware and software systems will occasionally stop working or fail to operate as designed, which may cause loss of data. Customer at all times is responsible for maintaining accurate and timely data backups to protect against loss of data.

Computer systems are vulnerable to intrusion and/or theft of information from outside parties. Customer is responsible for data security and computer infrastructure at Customer facilities to prevent unauthorized access to the system and data.

THEREFORE CUSTOMER IS RESPONSIBLE FOR DATA PROTECTION AT CUSTOMER FACILITIES, AND IMAGESOFT CANNOT BE HELD LIABLE FOR ANY LOSS OR THEFT OF DATA, OR SYSTEM INTRUSION AT CUSTOMER FACILITIES. IMAGESOFT IS RESPONSIBLE FOR DATA PROTECTION AT IMAGESOFT FACILITIES AND IS LIABLE FOR ANY LOSS OR THEFT OF DATA OR SYSTEM INTRUSION AT IMAGESOFT FACILITIES.

M.   Termination

This Agreement may be terminated only (a) by mutual agreement of both parties, (b) in the event that either party materially breaches this Agreement, by the other party upon thirty (30) days written notice to the breaching party provided that the breaching party has not, within such thirty-day period, cured such breach, or (c) in the event either party is declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if a petition is filed in any court to declare bankruptcy, or for reorganization under any bankruptcy or insolvency law or similar statute and is not dismissed in ten (10) days, or if a trustee in bankruptcy or similar offices or receiver is appointed to either party.

Upon termination or completion of this Agreement, both parties shall return all confidential information and intellectual property to the other party. Termination does not eliminate the responsibility of Customer to pay for products and services rendered. Upon written notification by Customer of a desire to return unused and unopened hardware or software components purchased from ImageSoft ("New Third Party Products") ImageSoft will make a reasonable effort to return for credit New Third Party Products, pursuant to vendor requirements. Reasonable restocking and handling charges may apply. For New Third Party Products that were purchased by ImageSoft for Customer that cannot be returned for credit, Customer agrees to take ownership of and to pay ImageSoft for these components using established payment terms.

N.   Assignment

This Agreement shall be binding on the parties and each party's successors and assigns. ImageSoft may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of ImageSoft. Any other attempt to make an assignment without prior written consent of the Customer shall be void. ImageSoft may provide for the delivery of all or part of the Services through the use of subcontractors. ImageSoft shall notify Customer of work being performed by any subcontractor who performs work on the premises of Customer and shall ensure that the same insurance requirements that apply to ImageSoft under this Agreement apply to and are complied with by that subcontractor.

O.   Insurance

ImageSoft

If ImageSoft performs any of the Services on Customer premises, ImageSoft agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, ImageSoft will provide evidence of coverage on a standard ACORD form certificate of insurance.

P.   Taxes

The Parties understand that the Macomb County Circuit Court and the Charter County of Macomb are tax exempt entities and do not waive their tax exempt status and will not be charged taxes for which they are exempt.

Q.   Disputes

The parties hereto shall endeavor to settle all disputes, controversies and claims arising in connection with this Agreement in an amicable way. If the parties are unsuccessful in this regard, any such controversy, dispute or claim arising out of the relating Agreement, or breach thereof, shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

R.   Force Majeure

Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, utility curtailments, power failures, explosions, civil disturbances, governmental actions, or any other cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.

S.   Governing Law

This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Michigan, USA.

T.   Notices

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed on the opening page of this Agreement.

U.   Click-through Licensing Agreements

All of the commercial third-party software that ImageSoft provides to a client has an associated license agreement. Certain software products implement their license agreements as "click-through" agreements, meaning the license is displayed on a computer screen to either a user or installer of the system and the user or installer acknowledges the agreement on screen. Customer agrees that for software products provided and installed by ImageSoft, where

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ImageSoft may have installed the software and ImageSoft clicks-through a license agreement, ImageSoft is in this instance acting as an agent of the Customer and therefore the click-through agreements remain in full effect for the Customer.

V.   Binding Effect

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

W.   Entirety of Agreement

This is the entire agreement of the parties on the subject matter contained herein. It supersedes all prior and contemporaneous Oral and Written Agreements with respect hereto. The terms and conditions contained herein shall control over conflicting terms and conditions found in Customer shipping documents, purchase order documents, or other transactional documents. No waiver or modification of any of the terms, provisions or conditions hereof shall be effective unless said waiver or modification is in writing and signed by a duly authorized representative of both parties. No acceptance or acknowledgment by either party of any acknowledgment, receipt, order, invoice, or delivery document shall be effective to waive, modify or delete any term, provision, or condition hereof, or to add any different or conflicting terms, provision, or condition hereto.

3. SIGNATURE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Macomb County Circuit Court   ImageSoft, Inc.
("Customer")   ("ImageSoft")

Signed: _____   Signed: _____

Name: _____   Name: _____
                                              Scott D. Bade

Title: _____   Title: _____
                                              President

Date: _____   Date: ____10/31/12_____

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SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement (SMA) is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Road, Suite 100, Southfield, MI 48034 ("Service Provider"), and Macomb County Circuit Court with its principal offices at 40 N. Main Street, Mt. Clemens, MI 48043 ("Customer"):

RECITALS:

> WHEREAS, Service Provider is in the business of providing system maintenance and related support services ("Maintenance"); and

> WHEREAS, Customer desires to purchase from Service Provider such Maintenance, as described in this Agreement; and

> WHEREAS, Service Provider desires to provide Customer with such Maintenance, as described in this Agreement.

> NOW, THEREFORE, the parties mutually agree as follows:

DEFINED TERMS: The following terms shall have the meanings set forth below for all purposes of this Agreement:

> "Agreement" or "SMA" shall mean this System Maintenance Agreement.

> "Customer Care" shall mean an enhanced package of support services provided by Service Provider and defined within this Agreement. Customer Care services are to be provided only if they are specifically identified in this Agreement.

> "Statement of Work" or "SOW" shall mean an agreement between Customer and Service Provider that describes specific products and services to be provided by Service Provider to another party. A SOW may be related by reference to this Agreement.

> "Supported Software" shall mean the computer software licensed from either a third-party vendor or Service Provider to be supported by Service Provider under this Agreement, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this Agreement.

> "Supported Hardware" shall mean the computer hardware manufactured by a third-party vendor to be supported by Service Provider under this Agreement, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this Agreement.

> "Supported Services" shall mean the system configuration and custom software development provided by Service Provider and to be supported by Service Provider under this Agreement, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under this Agreement.

> "Supported Products" shall mean the Supported Hardware and Supported Software components to be supported by Service Provider under this Agreement.

> "Supported System" shall mean the aggregate of the Supported Products and Supported Services.

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"Product Vendor" shall mean a third-party vendor whose products Service Provider is authorized to resell and whose products are identified as Supported Products.

"Maintenance and Support Services" shall mean the maintenance and support services to be performed by Service Provider under this Agreement.

"Documentation" shall mean the officially released material, either in electronic or paper form, including user manuals, provided by Product Vendors related to the functional, operational or performance characteristics of Supported Products.

"Error Tracking Number" or "ETN" means a unique number assigned by Service Provider to an Error.

"Error" shall mean any defect or condition inherent and discovered in the Supported Product that causes the Supported Product to fail to perform in accordance with the current Documentation published by Supported Product vendor. A defect or condition is not an Error until Service Provider assigns an Error Tracking Number (ETN).

"Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Supported Software that a Product Vendor or Service Provider has commercially released to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Supported Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate software product offerings, new software modules, or a re-platformed software product.

1. IDENTIFICATION OF SUPPORTED PRODUCTS AND SERVICES

Service Provider provides professional services and sells and supports a number of different Software and Hardware products, each of which may have both common and distinct support terms. The following products and services are supported under this agreement:

a) <u>New Purchases</u>. This Agreement covers all products and services that are purchased through a fully executed ImageSoft Statement of Work (SOW) which specifically references this agreement and where the products and services are explicitly identified as covered under this agreement.

b) <u>Existing Supported Components</u>. Appendix A provides a list of known existing system products and services that are to be covered by this agreement. Any existing component that is not explicitly identified shall not be covered by this agreement.

2. SUPPORTED SOFTWARE MAINTENANCE

This section describes the terms and conditions related to all of the Supported Software. This section is only applicable if as described in Section 1, one or more Supported Software products are identified as supported. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17.

a) <u>Upgrades And Enhancements.</u> Service Provider shall provide, upon Customer request, all Upgrades and Enhancements to the Supported Software commercially released by the Product Vendor during the term of this Agreement. Customer acknowledges and agrees that Product Vendors have the right, at any time, to change the specifications and operating characteristics of the Supported Software. Any Upgrades and Enhancements to the Supported Software and Documentation shall remain proprietary to and the sole and exclusive property of the Product Vendor and shall be subject to all of the restrictions, limitations and protections of the Product Vendor's license agreement. All applicable rights to patents, copyrights, trademarks, other

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intellectual property rights, applications for any of the foregoing and trade secrets in the Supported Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the Product Vendor.

b) <u>Errors in Supported Software</u>. All Error(s) discovered by Customer within Supported Software must be properly reported to Service Provider in accordance with Section 6 b) of this Agreement. Service Provider shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Software that are mutually confirmed by Service Provider and Product Vendor, in the exercise of their commercially reasonable judgment.

c) <u>General Assistance and Advice.</u> Service Provider shall upon the request of Customer, provide technical support, including remote assistance and advice, related to the operation, best practices, and use of the Supported Software by Customer. Remote assistance and advice is provided over the telephone or through e-mail correspondence. Remote assistance and advice is intended to provide general assistance and guidance related to the everyday usage and maintenance of the system. Remote assistance and advice is not intended to be a replacement for a properly trained system administrator, or a properly trained software developer. Service Provider will notify Customer in the event that this service is being used in a manner that is inappropriate.

d) <u>Reporting Errors to Product Vendors.</u> Service Provider shall undertake to report to Product Vendor for confirmation any reported Errors promptly after receipt of proper notice from Customer. For Errors that require Product Vendor assistance to correct, Service Provider shall work directly with the Product Vendor and use its commercially reasonable efforts to correct the Error.

e) <u>Remote Access to Customer system.</u> Customer acknowledges and agrees that Service Provider and Product Vendor may require on-line access to the Customer's system in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate Service Provider's remote access to Customer's system.   Service Provider shall provide remote connection software, which may require installation of a software component on a workstation or server computer.   NO REMOTE ACCESS WILL BE INITIATED BY SERVICE PROVIDER OR PRODUCT VENDOR WITHOUT A CUSTOMER SUPPORT REPRESENTATIVE PRESENT.

f) <u>Exclusions</u>.   Service Provider is not responsible for providing, or obligated to provide, maintenance and support services or upgrades and enhancements under this Agreement: (a) in connection with any Error if Service Provider (directly or through Product Vendor) has previously provided corrections for such Error, which correction Customer chose not to implement after being advised to implement the same; (b) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than Supported Software or third party software bundled with the Supported Software.), hardware (other than Supported Hardware) or any system or networking utilized by Customer; (c) if the Supported System or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (d) if any party other than Service Provider or a Product Vendor working with Service Provider has provided any services in the nature of Maintenance and Support Services to Customer with respect to the Supported System; or (e) in connection with custom developed software not developed or provided by Service Provider

3. SUPPORTED SERVICES MAINTENANCE

This section is only applicable if as described in Section 1, one or more Supported Services are identified as supported. All services provided by Service Provider to Customer are provided with a 30-day limited warranty, which is further defined in section 12 (see section 4 for Customer Care extended warranty on Supported Services). During this limited warranty period Service Provider will use its commercially

reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually confirmed and agreed upon by Service Provider and Customer) in any configurations or custom software development provided by Service Provider.

4. CUSTOMER CARE SUPPORT

This section is only applicable if as described in Section 1, Customer Care is identified as being provided. Customer Care Support is an optional support package that is offered to select Customers. If applicable, Customer Care provides more extensive protection to the Customer in several key areas, as follows:

a) <u>Extended Services Support.</u> Service Provider will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually confirmed and agreed upon by Service Provider and Customer) in any configurations or custom software development provided by Service Provider, and fully paid for by Customer.

b) <u>Development Team Access.</u> Service Provider will use its commercially reasonable efforts to maintain an enhanced level of knowledge regarding the Customer's System and provide Customer access to Service Provider's implementation staff that maintains this knowledge. All support calls will first go through the standard help-desk process, however Customer Care Customers will have enhanced access to implementation staff personnel.

c) <u>System Upgrade Assistance.</u> Service Provider will annually assist Customer in the installation of up to two (2) new versions for any of the Supported Software Products provided by Service Provider. Assistance shall include: 1) Providing remote technical advice for planning or execution; and 2) Providing remote technical services to run the upgrade procedure. ON-SITE ASSISTANCE IS NOT INCLUDED AND IS BILLABLE AS PER SECTION 7. TESTING AND BACKUP ARE THE RESPONSIBILITY OF THE CUSTOMER. SERVICE PROVIDER RESERVES THE RIGHT TO REFUSE TO PERFORM AN UPGRADE IF IN SERVICE PROVIDER'S REASONABLE COMMERCIAL JUDGMENT PROPER TESTING OR BACKUP HAVE NOT BEEN PERFORMED.

d) <u>Upgrade Assurance.</u> Service Provider will use its commercially reasonable efforts to ensure that any configurations or custom software development provided by Service Provider, and fully paid for by Customer will continue to operate and provide same or similar functionality in subsequent new versions of Supported Products. UPGRADE ASSURANCE DOES NOT INCLUDE MIGRATING TO A DIFFERENT OPERATING ENVIRONMENT.

e) <u>Web Support Portal.</u> A feature of the Customer Care Support program includes Service Provider providing Customer with access to support through the Web. The Web Support Portal provides Customer with access to support history, and the ability to submit a notification through the Web.

5. SUPPORTED HARDWARE MAINTENANCE

This section is only applicable if as described in Section 1, one or more Supported Hardware components are identified as supported. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17. If applicable, existing product configuration may be found in the Appendix A of this Agreement.

a) <u>Errors in Supported Hardware.</u> All Error(s) discovered by Customer within Supported Hardware must be properly reported to Service Provider in accordance with Section 6 b) of this Agreement. Service Provider shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Hardware that are mutually confirmed by Service Provider and Product Vendor, in the exercise of their commercially reasonable judgment.

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b) <u>Third-party On-site Maintenance.</u> For most Supported Hardware Service Provider will propose to Customer and purchase on behalf of Customer a third-party on-site maintenance contract. If an on-site maintenance contract is in effect, it will be identified in a related SOW, or through a renewal invoice for subsequent terms. If an on-site maintenance contract is in effect and an Error is confirmed by Service Provider to be covered by the on-site maintenance contract, then, Service Provider will either contact the third-party on behalf of the Customer, or direct Customer to do so.

6. SUPPORT PROCEDURES

a) <u>Support Hours.</u> Unless extended support coverage is defined within and purchased through a related SOW, Maintenance and Support Services shall be available during the hours of 9 a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, excluding the following US holidays, as defined by the US Federal Government (http://www.opm.gov/fedhol/): New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas day.

b) <u>Error Reporting.</u> Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to Service Provider of any alleged Error. If requested by Service Provider, Customer agrees to provide written documentation of Errors to substantiate the Errors and to otherwise assist Service Provider in the detection and correction of said Errors. Service Provider will use its commercial reasonable judgment to determine if an Error exists. If Service Provider determines that a new Error exists, Service Provider will assign an Error Tracking Number ("ETN") to the Error and provide this to the Customer. A NOTIFICATION OF ANY KIND DOES NOT BECOME AN "ERROR", AS DEFINED WITHIN THIS AGREEMENT, UNTIL AN ERROR TRACKING NUMBER IS ASSIGNED BY SERVICE PROVIDER.

c) <u>Call Tracking and Response.</u> Service Provider's help desk shall track all Customer Notifications and categorize them as follows:

Type	Description	Response Time
Error: Critical	Error has been confirmed and Error Tracking Number has been assigned. The Error is either causing a significant portion of the system to be unusable, or is significantly affecting Customer productivity. These calls are addressed before all others.	4 business hours
Error: Non-critical	Error has been confirmed and Error Tracking Number has been assigned. A workaround is available, or the issue is NOT significantly affecting Customer productivity.	8 business hours
Inquiry	System is operating as documented, however Customer has requested a change to the system or Customer has requested General Assistance or Advice.	24 business hours

Service Provider will record information in a concise manner in an internal issue tracking database. A summary report will be provided to Customer upon request of the Notifications that have been received.

Service Provider will respond to Customer Notifications within the timeframes shown above. Response will include attempting to make direct contact with the party that submitted the Notification. Direct contact will first be attempted via telephone or pager. Secondly, an e-mail may be sent or another Customer party may be contacted. The course of action will vary depending upon the nature and severity of the Notification.

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7. TIME AND MATERIALS SERVICES

a) <u>On-Site Services</u>. Upon the reasonable request of Customer, and agreeing to pay for such services on a time and materials basis, Service Provider may provide on-site Services at Customer's facilities in connection with the correction of any Error(s). All on-site service requests must be made in writing. Service Provider may require that Customer provide either a signed Purchase Order, or a signed Statement of Work agreement prior to providing on-site services.

b) <u>Incidental Expenses</u>. Customer agrees to pay Service Provider for all reasonable travel and living expenses related to the performance of Time and Materials Services, which are properly supported by a receipt.

8. CUSTOMER RESPONSIBILITIES

a) <u>Operation of the System</u>. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the System, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Product Vendors shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Product Vendors shall have no responsibility or liability for Customer's selection or use of any software (including Supported Software), hardware (including Supported Hardware), or systems.

b) <u>Customer's Implementation of Error Corrections and Upgrades and Enhancements</u>. In order to maintain the integrity and proper operation of the System, Customer agrees to implement, in the manner instructed by Service Provider, all reasonable Error corrections and Upgrades and Enhancements. Customer's failure to implement any Error corrections or Upgrades and Enhancements may limit or restrict the ability of Service Provider to implement future Error corrections or Upgrades and Enhancements to the system.

c) <u>Notice of Errors; Documentation of Errors</u>. Customer shall provide prompt notice of any Errors in the System discovered by Customer, or otherwise brought to the attention of Customer. Procedures for proper Service Provider notification are defined in section 6 b).

d) <u>Assistance in Error Correction.</u> Service Provider may request, and Customer is responsible for providing reasonable assistance during the course of Error isolation and correction. Assistance may include, but is not limited to, collecting error logs, sending data and screen images to Service Provider, running all or part of the system in a test mode, or otherwise assisting in the creation of an environment similar to that in which the Error was detected. If an Error cannot be successfully reproduced, it may be impossible to determine a root cause and provide a correction.

e) <u>Level-1 Support.</u> Customer is responsible for providing first-level support to the end users of the System and other related systems. First-level support is to be performed by a trained Customer system administrator and is to cover the overall computing and business environment.

9. DISPUTE RESOLUTION

<u>Arbitration.</u> The parties hereto shall endeavor to settle all disputes, controversies and claims arising in connection with this Agreement in an amicable way. If the parties are unsuccessful in this regard, any such controversy, dispute or claim arising out of the relating Agreement, or breach thereof, shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Costs of Arbitration will be the responsibility of the initiating party, unless Arbitration Judgment defines an alternate payment structure.

10. PAYMENTS AND REMEDIES

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a) <u>Payment Effect on Coverage.</u> UNLESS OTHERWISE AGREED TO IN WRITING; 1) ALL PAYMENTS FOR SUPPORT SERVICES ARE DUE PRIOR TO SERVICES BEING PROVIDED; AND 2) SERVICE PROVIDER IS NOT OBLIGATED TO PERFORM ANY SERVICES DEFINED WITHIN THIS AGREEMENT UNTIL PAYMENT FOR BOTH THE SUPPORT SERVICES AND PAYMENT FOR THE SUPPORTED PRODUCT OR SUPPORTED SERVICES IS MADE IN FULL AND IS RECEIVED BY SERVICE PROVIDER.

b) <u>Payment Terms</u>. Customer shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

c) <u>Remedies</u>. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Customer unless and until such default, and any and all other defaults by Customer under this Agreement, shall have been cured.

d) <u>Taxes and Governmental Charges</u>. In addition to any and all other payments required to be made by Customer hereunder, Customer shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. The Parties understand that the Macomb County Circuit Court and the Charter County of Macomb are tax exempt entities and do not waive their tax exempt status and will not be charged taxes for which they are exempt.

e) <u>U.S. Dollars</u>. All payments by Customer to Service Provider shall be made in U.S. dollars.

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11. TERM

a) <u>Initial Term.</u> Subject to the early termination provisions of Section 11 c), the initial term of this Agreement (the "Initial Term") shall commence when one of the following conditions are met: 1) on the day that Service Provider issues to Customer license codes for Supported Software; or 2) when Supported Software is first used in a production mode; or 3) when Supported Services (configuration or custom software development) are accepted by client through a defined acceptance procedure; or 4) when Supported Services (configuration or custom software development) are first used in a production mode; or 5) if Supported Software is being used in a production mode prior to the signing of this agreement, then the date this agreement is signed.

The Initial Term of this Agreement shall expire on the first annual anniversary of the commencement date; and, except as otherwise provided below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

b) <u>Renewal Periods.</u> Service Provider shall invoice Customer for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be prorated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

c) <u>Early Termination.</u>

   i) <u>Automatic.</u> Should any license agreement related to a Supported Products be terminated, then support for that Supported Product under this Agreement shall be automatically terminated.

   ii) <u>By Service Provider For Cause.</u> Service Provider shall be entitled to give written notice to Customer of any breach by Customer or other failure by Customer to comply with any material term or condition of a Supported Product license agreement or this Agreement, specifying the nature of such breach or non-compliance and requiring Customer to cure the breach or non-compliance. If Customer has not cured the breach or non-compliance within twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

   iii) <u>By Customer.</u>
   (1) <u>For Convenience.</u> Customer may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.
   (2) <u>For Cause.</u> Customer shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured the breach or non-compliance within twenty (20) business days after receipt of written notice, Customer shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Customer has complied in all material respects with it obligations under this Agreement and is current on all payment obligations to Service Provider, Customer shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance remaining from the end of the month when the termination is effective to the end of the remaining term.

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(3) <u>Non-Renewal.</u> Customer may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

d) <u>Effect of Termination.</u>

i) <u>Payments.</u> Notwithstanding any termination of this Agreement, Customer shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all travel and incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination.

ii) <u>Survival of Obligations.</u> The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

iii) <u>Reinstatement of Agreement.</u> In the event of the termination of this Agreement by Customer under Early Termination (Non-Renewal), Customer may at any time after the effective date of such termination elect to reinstate this Agreement. To obtain reinstatement, Customer shall deliver written notice to such effect to Service Provider. Service Provider shall calculate and provide a proposal for reinstatement where the total cost will not be greater than 110% of the aggregate total cost of the entire period of lapsed coverage and the renewal term. Reinstatement will not be complete until payment in full is received. EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION, CUSTOMER SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

12. LIMITED WARRANTY

a) <u>Limited Warranty of Services.</u> Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Customer must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Customer, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Customer's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Customer's sole and exclusive remedy shall be termination of this Agreement in accordance with Early Termination contained herein. This warranty specifically excludes non-performance issues caused as a result of incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement or a related Supported Product license agreement.

b) <u>No Warranty of Product Upgrades and Enhancements</u>. The license Agreements for Supported Products shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Supported Products provided to Customer under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

c) <u>DISCLAIMER OF WARRANTIES.</u> EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER

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DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

13. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL CUSTOMER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS DUE BY CUSTOMER TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL THE MACOMB COUNTY CIRCUIT COURT OR ITS FUNDING UNIT AND SERVICE PROVIDER OR PRODUCT VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR PRODUCT VENDOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

14. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes.

15. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed on the opening page of this Agreement.

16. GENERAL PROVISIONS

a) <u>Jurisdiction</u>. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the

substantive laws of the State of Michigan, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Oakland County, Michigan.

b) <u>Interpretation</u>. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

c) <u>Waiver</u>. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

d) <u>Integration</u>. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

e) <u>Binding Agreement and Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect. ImageSoft shall notify Customer of work being performed by any subcontractor who performs work on the premises of Customer and shall ensure that the same insurance requirements that apply to ImageSoft under this Agreement apply to and are complied with by that subcontractor.

f) <u>Severability</u>. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

g) <u>Independent Contractor</u>. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. ImageSoft shall not be restricted from performing services for others and shall not be bound to Customer except as provided under this Agreement.

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h) <u>No Hire Clause.</u> Each party agrees that, without the prior consent of the other party, it will not offer employment to or discuss employment with any employees of the other party until one (1) year after the completion of the Services provided by Service Provider under this Agreement.

i) <u>Export</u>. Customer agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

j) <u>Tort and Property Damage Claims.</u> ImageSoft shall defend, indemnify, and hold harmless the Customer and its officers, directors, and employees from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of ImageSoft. The Customer shall promptly notify ImageSoft, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. If ImageSoft's negligence combines with the Customer's negligence or willful misconduct to cause injury, the Parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Provided however, that nothing herein shall be construed as a waiver of any government immunity by the Customer or its employees, respectively, as provided by statute or court decision. The provisions of this Section shall survive termination of this Agreement.

k) <u>Insurance.</u> If ImageSoft performs any of the Services on Customer premises, ImageSoft agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, ImageSoft will provide evidence of coverage on a standard ACORD form certificate of insurance.

17. PRODUCT VENDOR PROVISIONS

This section contains terms and conditions that are specific to particular Product Vendors. These terms are only applicable if the particular product vendor's products are supported.

a) <u>Product Vendor: Hyland Software (OnBase Software) – Definition of "Software".</u> With respect to the OnBase product of Hyland Software, Inc. "Software" shall mean: (1) the current released version of the computer software licensed under the Hyland Software, Inc. EULA and, (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

b) <u>Product Vendor: Hyland Software (OnBase Software) – System Administrator Requirement for Support.</u> If the OnBase Software product is being supported under this Agreement, then Customer is required to have an OnBase Certified System Administrator on staff to support the OnBase system within ninety (90) days of the start of production usage of the OnBase software. If the Customer does not have an OnBase Certified System Administrator on staff, then Service Provider may submit a Statement of Work (SOW) to provide this service remotely. The requirements for OnBase Certified System Administrator are defined by Hyland Software and can be found on the Web at http://training.onbase.com

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

ImageSoft

Macomb County Circuit Court
Customer

By: _____

Print Name: _____

Title: _____

Date: _____

ImageSoft, Inc.
Service Provider

By: _____

Print Name: Scott D. Bade

Title: President

Date: 10/31/12

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Appendix A – Existing System Configuration

Not Applicable

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Statement of Work

Statement of Work No.	12403
Revision No.	2
Customer Name:	Macomb County Circuit Court
Project Name:	iJustice
ImageSoft Contact:	Scott Bade & Steve Glisky

This Statement of Work is made and entered into by and between <u>ImageSoft, Inc.</u>, a <u>Michigan Corporation</u> with its principal offices at <u>25900 W. 11 Mile Rd, Suite 100 Southfield, MI 48034</u> ("ImageSoft"), and <u>Macomb County Circuit Court</u> with its principal offices at <u>40 N. Main Street, Mt Clemens, MI 48043</u> ("Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Professional Services Agreement ("PSA") entered into by and between Customer and ImageSoft dated _____.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated _____.

To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

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1. Introduction

This SOW is the culmination of a series of meeting and budgetary proposals. It provides a solution for moving the Macomb County Circuit Court towards a "Paper on Demand" environment. The solution leverages Macomb County's existing OnBase investment together with ImageSoft's TrueFiling and TrueSign products, coupled with ImageSoft's iJustice Circuit Court Workflow foundation. This solution will also integrate with Macomb's CourtView Case Management System.

The solution being proposed leverages process design work that ImageSoft has done for other large Circuit Courts in Michigan. The initial phase provides a solution encompassing the following major areas:

- New E-Filing solution (TrueFiling)
  - ➢ Support e-Filing of Civil case types with automatic payment and electronic service.
  - ➢ Automated file of Proof of Service with Court.
  - ➢ Option to certify documents electronically.
  - ➢ E-filing that is integrated with CourtView and your document management platform.
- Expand the use of OnBase in several areas of the court in order to move the court towards an electronic case file, which is at the core of a Paper-on-demand court.
- Electronic case file and TrueFiling Integration with your CourtView Case Management System
- Judge Interface for improving Judge productivity and accuracy, including electronic signing
- Comprehensive Clerk/Circuit Court workflow solution based on a pre-built foundation used at other Circuit Courts
  - ➢ Clerk workflow (docketing, rules processing, electronic signing, electronic certification)
  - ➢ Circuit Court workflow (scheduling, electronic signing, eForms, Judge review & approval)
- Juvenile workflow solution based on an iJustice workflow foundation
- Implementation package including: design, configuration, testing, installation, and training
- Rapidly deployed within 3-6 months of signed contract
- One year of ImageSoft's Customer Care support

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2. Hardware

This section describes hardware that is part of the solution.

Servers

The OnBase workflow software is already running within the Court (in use by FOC). No additional server hardware is provided by this proposal. During the Analysis and Design phase a review of the existing server infrastructure will be performed to confirm that the infrastructure is adequate.

TrueFiling and TrueCertify are hosted solutions that run primarily on ImageSoft servers and require no additional Customer server infrastructure.

Scanners

Preliminary analysis indicates that the Court has adequate scanning capacity. ImageSoft has included time to reengineer parts of the capture process in order to make more efficient use of the equipment and staff.

The court is currently using 10 desktop scanners integrated with CourtView for ad-hoc scanning. These will continue to be used in a similar fashion.

The court is currently using 5 production scanners, and new OnBase licenses are provided to support these scanning areas:

- Judicial Aide Reimbursement
- Juvenile Court
- Probate
- District Court Probation (Romeo)
- Circuit Court Admin - Melanie [scanning Clerk documents]

Assumptions:
1. ImageSoft shall install the OnBase scanning software on up to 5 user-provided workstations. The Customer workstations shall be setup by Customer with Windows XP or Windows 7 operating system, and adequate disk and memory capacity for scanning operation.

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3. Software

This section describes necessary software components required for the project.

OnBase Software

ImageSoft has reviewed the existing OnBase licenses and has determined that some existing OnBase licenses are available for repurposing into this solution. This determination was made based on common usage by other ImageSoft customers, and needs to be confirmed prior to implementation. The following additional OnBase software licensing is provided.

Module Name	Part #	Description	License Scope
Production Document Imaging (TWAIN)	TIIPW2	(5) – production scanning software for scanning batches of documents.	1 required for each scanning workstation.
Concurrent Client (1-100)	CTIPC1	(5) – many user can share this license to access the OnBase system	Can be shared, allows a single user at a time to connect to the OnBase system (minimum connection time = 5 minutes).
JUVENILE: Named Client (101-200)	CTIPN2	(23) – A license to access the OnBase system.	Dedicated to a single user. These licenses are intended for the Juvenile department.
JUVENILE: Workflow Named Client (101-300)	WLIPN4	(23) – A workflow license to access the OnBase system.	Dedicated to a single user. These licenses are intended for the Juvenile department.
Unity Client Server	UNIPI1	(1) - server component that provides the Unity client software to OnBase users	1 required per system
OnBase CourtView Integration module		Document retrieval, document indexing, FormsGen document capture, ad-hoc scanning (replaces NetDMS module with same function)	1 required per Courtview/OnBase system combination

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Module Name	Part #	Description	License Scope
iJustice Clerk/Circuit Court Foundation	IS-IJCCWF1	iJustice Clerk/Circuit Court Foundation (contains prebuilt workflows with life cycles, queues, tasks, logic, stamping, timers, and signing)	1 required per system
iJustice Juvenile Court Foundation	IS-IJJVWF1	iJustice Juvenile Court Foundation Supports Circuit Court workflow foundation needed for processing Juvenile Proceedings: Designated Juvenile Offenses, Delinquency Proceedings, Juvenile Guardianship, Child Protective Proceedings, Personal Protection Actions Under the Juvenile Code, Traffic/Local Ordinance Violations, Emancipation of Minors, Waiver of Parental Consent, and Voluntary Foster Care. Includes basic judicial workflow for electronically signing of documents and viewing electronic files for the daily docket.	1 required per system
TrueSign	IS-TSIGN1	TrueSign™ (Integrated Electronic Signature) - provides a tool for signing documents electronically that produces an image with	1 required per system, each signer requires a signing license.

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		an actual signature. Allows users to mark document with a "sign here" flag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users. (Requires OnBase EDM Services and Archival API)	
iContentConverter	IS-IDCV	iContentConverter – Required by TrueFiling and TrueSign. Converts various file formats to TIFF or PDF. Works with Word, HTML, Text, and PDF. This license supports a single processing server.	1 required per processing server. 1 should be able to handle the entire Circuit Court.
iDocCreator	IS-IDC	iDocCreator - Provides integrated document creation using MS Word and OnBase. A flexible, table-driven system that allows templates to be associated with documents or workflows in the OnBase system. Documents are created by merging OnBase keyword data with a template to create a document that is saved directly to OnBase.	1 required per system
TrueFiling	IS-TFS-LC1	TrueFiling™ - Electronic filing court solution - Hosted solution annual subscription, large court (8-15 judges) - provides a comprehensive e-filing solution for a court. This subscription provides a 50:50 split on convenience fees (3% credit card fee). Configurable solution that supports multiple case types. Includes basic analysis, installation and training package. See product documentation for details. Includes annual maintenance and hosting.	1 required per system
TrueCertify	IS-TC-BASE	TrueCertify™ - Electronic document certification - Annual Subscription - Base System: includes unlimited Client Software licenses, server setup, custom cloud-based verification web site – unlimited certification has been provided for Circuit Court.	1 required per system

Reusing Components

Most of the ImageSoft supplied components can be used across the Circuit Court enterprise. However there are certain items that by their very nature have a restricted use. For example; all OnBase client licenses and scanning licenses are either concurrently licensed or dedicated to a single workstation or user. The scope of each of the software licenses is described in the table above.

Workflow Foundations

A Workflow Foundation is a pre-configured workflow solution that was developed for another similar customer. A Workflow Foundation provides approximately 80% of a complete solution with tailoring required for the balance. This approach is required because each court processes their work differently depending on their organization structure and processing volume. This approach is successful because ImageSoft uses the flexible OnBase workflow product, which enables rapid change and implementation.

ImageSoft provides Workflow Foundations for many divisions within the Circuit Court and has included the following two workflow foundations in this proposal: iJustice Circuit Court Civil, iJustice Circuit Court Juvenile. The iJustice Circuit Court Civil workflow foundation provides core processing capabilities required by the Circuit Court Clerk, Judges, Judicial Secretaries, Research Attorneys, Circuit Court Administrative staff, and

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Supervisory Staff. The iJustice Circuit Court Juvenile workflow foundation includes support for Referee's, Juvenile Clerks, and Supervisory Staff.
This project includes support for the following SCAO case codes:

Appeals (civil)
-Agencies [AA]
-Employment Security Commission [AE]
-Civil Appeals [AV]
-Parole Board Decisions (AP)
-Criminal Appeals (AR)

Administrative (civil)
-Licensing and Vehicles [AL]
-Superintending Control [AS]
-Writs [AW]
-Habeas Corpus (AH)

Civil Damage Suites
-Property Damage, Auto Negligence [ND]
-No-Fault Automobile Insurance [NF]
-Medical Malpractice [NH]
-Personal Injury, Auto Negligence [NI]
-Other Professional Malpractice [NM]
-Other Personal Injury [NO]
-Products Liability [NP]
-Liquor Control [NS]
-Other Damage Suits [NZ]

Other Civil Matters
-Business Claims [CB]
-Condemnation [CC]
-Employment Discrimination [CD]
-Environment [CE]
-Forfeiture Claims [CF]
-Housing and Real Estate [CH]
-Contracts [CK]
-Labor Relations [CL]
-Antitrust, Franchising, and Trade
Regulation [CP]
-Corporate Receivership [CR]
-General Civil [CZ]
-Proceedings to Restore, Establish, or
Correct Records [PC]
-Claim and Delivery [PD]
-Receivers in Supplemental
Proceedings [PR]
-Supplemental Proceedings [PS]
-Miscellaneous Proceedings [PZ]
-Miscellaneous Matters [XX]

Family Division - Domestic Relations
-Divorce, No Children [DO]

Family Division - Juvenile Proceedings
-Designated Juvenile Offenses [DJ]
-Delinquency Proceedings [DL]
-Juvenile Guardianship [JG]
-Child Protective Proceedings [NA]
-Personal Protection Actions Brought
Under the Juvenile Code [PJ]
-Traffic and Local Ordinance [TL]
-Emancipation of Minors (EM)
-Waiver of Parental Consent (PW)
-Young Adult Voluntary Foster Care (VF)

Family Divison – Miscellaneous Proceedings
-Personal Protection Against Stalking [PH]
-Personal Protection in Domestic
Relationships [PP]
-Violation Proceedings on Out-of-County
Personal Protection Order – Revised
Judicature Act [VP]

Judge Interface

ImageSoft plans to develop a judge interface with a goal to improve productivity at the bench. The interface will have the following high-level capabilities:

- Consolidated view of case data and the electronic case file in a single screen
- Workflow queues
- Electronic signature
- Touchscreen interface for intuitive navigation
- Advanced research/search interface
- Integration to third-party data aggregator websites, such as Westlaw

ImageSoft would like the Circuit Court Judges at Macomb County to play a central role in the design of this new interface. This role may include offering design suggestions, reviewing documents and interface layouts, and participating in design meetings. In return for help on the design, ImageSoft will grant Macomb a perpetual license to the new software for all the Circuit Court Judges at no licensing cost.

Deliverables:

1. Software licenses as described above in the quantities provided in section 6.1.

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4. Professional Services

4.1 ImageSoft Project Management

ImageSoft will assign a Project Manager to support the project and customer activities. The ImageSoft Project Manager will work directly with Customer project team and make a good faith effort to control and monitor the project for success.

Project Managers within ImageSoft are responsible for administering the activities within a project from inception to project closure. This includes activities such as:
- Developing an ImageSoft project plan
- Scheduling ImageSoft resources
- Hold status meetings to track customer requirements, milestones, and deliverables
- Assist the customer to manage items outside the scope of this SOW
- Providing a single point of contact for project related inquiries (questions, issues, etc)
- Support customer's risk mitigation and project log.
- Ensuring projects are delivered under the constraints of: time, scope and cost

Assumptions:
1. Customer will provide a project manager who together with project stakeholders will manage Customer project activities
2. Customer delays may result in additional service costs and possible delays in the project.

Deliverable: Project Management Services as described above

4.2 Business Analysis and Design (Functional Specification)

The purpose of the Business Analysis and Design process is to clarify the scope of the project by defining how the new system will function based on an analysis of the current business process and a discussion of how the ECM solution can best be leveraged to improve it.

This design process will consist of a series of meetings or discussions, which will primarily be held at Customer's site, with follow-up over the phone. ImageSoft will develop a Functional Specification document and present it to the customer for approval. ImageSoft will lead the meetings and will discuss and document the following major topics.

- Key Success Criteria
- System Architecture
- Document Capture
- Document Conversion
- Document Retrieval and Foldering
- Case Management System Integration

- Workflow (Clerk, Circuit Court, Judges, Juvenile)
- E-filing using TrueFiling
- Installation and Rollout
- User Acceptance Testing
- Project Management
- Training
- Support
- Future Considerations

Assumptions:
1. Customer will ensure appropriate staff is available to address questions and participate in meetings for gathering information. Customer not providing appropriate staff in a timely fashion will affect the project schedule and may result in additional service costs.

Deliverable: Functional Specification Document

4.3   Document Conversion

ImageSoft will convert all of the documents and meta-data from the NetDMS product to OnBase. ImageSoft has a proven methodology to ensure that all documents and data are successfully migrated. ImageSoft has reviewed the NetDMS system and is comfortable that the conversion can be performed quickly and accurately with minimal interruption to the court. The method and process for document conversion will be further defined during the Analysis and Design phase.

Assumptions:
1. Only documents and associated metadata (index information) will be converted. No annotations of other information will be converted.
2. Some minor changes to the metadata structure and layout are expected, however only automated changes will be performed. If manual data entry is identified as required, Customer will perform the manual data entry.

Deliverable:
1. Documents and data moved from the NetDMS system, into OnBase.

4.4   Workflow Development

ImageSoft will develop the workflow processes based on the Functional Specification document. The workflow development will leverage the iJustice Clerk/Circuit Court and Juvenile frameworks. The workflows will be developed and unit tested within ImageSoft development environment, and then installed in a test system within Macomb's environment. The primary workflow processes to be provided are:

- Clerk Workflow
- E-filing Approval

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- Circuit Court Workflow
- Judicial Workflow
- Juvenile Workflow

The following NetDMS single queue workflows will be converted to OnBase:
- PA Office queue for accepting "request for appointment of counsel" from the Judicial Aide office.
- Referee Clerks queue for receiving Juvenile Court documents after scheduling an event.

Assumptions:
1. The scope of the workflows will be clarified during the Analysis and Design phase, and an updated scope will be documented in the Functional Specification document.

Deliverable:
1. Workflow development as described within the Functional Specification document.

4.5   TrueFiling (e-filing)

ImageSoft will implement the TrueFiling platform for use by attorneys and pro-per filers in the Macomb County Circuit Court. In general the e-filing solution will meet the following criteria:

1) The initial phase of e-filing will cover 2 Civil Circuit Court judges (David Viviano and John Foster), with all remaining Civil Circuit Court judges added within 3 months.
2) All Civil Case Types including Appeals, and Family Division Case Codes including Juvenile and Personal Protection Proceedings. (see Appendix A for a description of supported case types).
3) E-filing and E-service (with automated proof of service).
4) Case Initiation will be implemented in this phase for Personal Protection Order cases (PH, PP, VP, and PJ) only.
5) The initial phase excludes the sale of documents to the public
6) The TrueFiling system will be hosted by ImageSoft on ImageSoft-managed servers.
7) Credit card processing is integrated into TrueFiling and cash is disbursed automatically to Customer's bank account along with electronic delivery of financial reconciliation reports. Minor tailoring of the reports is included in the integration costs.
8) ImageSoft will provide first-call support to TrueFiling users for the critical initial 7 months after go-live. During this time, ImageSoft will take calls directly from filers and court staff, and will also work to train court staff to take over first-call support. After 7 months ImageSoft will move to a secondary support role (similar to other

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parts of the system), where the court staff will take the initial call and call ImageSoft for technical support.

<u>Assumptions:</u>
1. The initial e-filing term will be for 3 years where the circuit court is exclusively using TrueFiling for e-filing.
2. A separate agreement will be signed for TrueFiling between ImageSoft and Customer. A copy of the agreement can be found in Appendix B.
3. Further details of the TrueFiling implementation will be documented during the Analysis and Design phase.

<u>Deliverable:</u>
1. A TrueFiling solution that meets the requirements defined within the Functional Specification document.

4.6 *CourtView Integration*

<u>CourtView</u> is the Case Management System used by the court. CourtView offers advanced integration specific for the OnBase product.

ImageSoft has engaged in discussions with CourtView and reviewed the requirements for the ImageSoft TrueFiling solution to integrate with CourtView. ImageSoft will work with CourtView to seamlessly integrate the ImageSoft TrueFiling e-filing solution with CourtView. The primary CourtView integration points are:

- Nightly export of active cases from CourtView
- Automated docket update (during E-filing Approval workflow)
- Adhoc Task to post payment transaction to CourtView (during docketing)
- Automated document linking to the CourtView docket
- Data validation lookups during E-filing Approval workflow

ImageSoft has included services to provide the ImageSoft-side of the integration and CourtView will provide integration services to Customer under a separate agreement.

ImageSoft has worked with CourtView to allow Customer to swap existing CourtView integration module for the appropriate OnBase integration module. The CourtView – OnBase integration provides the following key features:

- Document retrieval from within CourtView
- Ad-hoc document scanning
- Document indexing integration
- Formsgen document archive

<u>Deliverable:</u>
1. Integration to CourtView that meets the requirements defined within the Functional Specification document.

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4.7 TrueCertify Integration

ImageSoft will provide the TrueCertify electronic document certification tool to Customer. This tool allows the Clerk's office to create and deliver electronically certified documents, eliminating the need for raised seals. TrueCertify includes an ImageSoft hosted confirmation website (truecertify.com) that stores an encrypted copy of each certified document so that it can be visually verified by the recipient.

ImageSoft will integrate TrueCertify into the Clerk's office, so that the clerk staff can search for a document and initiate and deliver an electronically certified document to a customer.

Deliverable:
1. Integration of TrueCertify that meets the requirements defined within the Functional Specification document.

4.8 Installation and Configuration

ImageSoft will install and configure the system at Customer site per the agreed upon functional specification document. The system will first be installed on a test environment server.

ImageSoft will work closely with Macomb's ITS staff to setup the servers and the user workstations. Our goal is to ensure that Macomb is able to efficiently manage and expand the solution after the production rollout.

4.9 Server Installation

The OnBase software is already running at Macomb County within the FOC department. ImageSoft will work with the Customer's IT staff to expand the existing solution to support the additional users and workflows.

Assumptions:
1. All installation will be done at the customer's facility in Mt. Clemens, MI
2. Customer will utilize an existing SQL database. No database software is provided.
3. Nightly backup will be performed using an existing Customer server-connected backup subsystem.
4. ImageSoft will require administrative rights to each machine during the installation period for the purpose of installing necessary components
5. Appropriate Customer technical resources will be available during any installation of software on the servers

Deliverable: Servers installed as described above.

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4.10 Workstation Installation

OnBase Windows client workstations: ImageSoft will install up to five (5) model workstations and train the Customer ITS staff on installing remaining workstations.

Scan workstation: ImageSoft will re-configure the scanner and the scan station software per the information gathered and document in the Functional Specification.

Assumptions:
1. All installation will be done at the customer's facility in Mt. Clemens, MI
2. Customer will provide all workstation computers, all of which are running the Windows XP Professional or Windows 7 operating system. No workstation hardware is provided by this SOW.

Deliverable: Workstation setup as described above.

4.11 Test and Development System Installation

ImageSoft encourages the use of Test and Development Environments to provide isolated systems for working on system changes. ImageSoft will assist in the configuration and setup of a test server and a development server.

Deliverable: Test and Development System installation as described above.

4.12 Disaster Recovery

ImageSoft encourages Customer to implement a Disaster Recovery Business Resumption plan for their implementation. This SOW does not include services or software to be used for disaster recovery.

Deliverable: None

4.13 User Acceptance Testing

Customer is responsible for final testing of the system prior to production rollout. ImageSoft will assist in this process by providing advice and by correcting system issues that are discovered during testing. A specific testing period will be defined where Customer will apply qualified and dedicated staff to user acceptance testing. The details of this process will be discussed and planned for by the project management team.

Assumptions:
1. Customer is responsible for the UAT plan and will send UAT Test plans to ImageSoft Project Manager prior to UAT training.

2. Delays in the user acceptance testing which are a result of Customer not applying appropriate resources to the task and which are not due to system issues, may increase services costs to the Customer.

<u>Deliverable:</u> ImageSoft assistance to Customer in performing user acceptance testing.

4.14 Production Rollout (Go-live)

ImageSoft will assist Customer in the rollout of the final system into production. Production Rollout is a joint effort, and will require significant effort from Customer. During roll-out ImageSoft will provide on-site resources to make last minute changes and provide hands-on user support.

<u>Deliverables:</u>
1. Assistance with production go-live

4.15 Reports

4.16 Standard Reports

Standard OnBase reports and TrueFiling reports are included in this implementation.

<u>OnBase Standard Reports</u>:

- Document History – Provides a single document audit log on every document in the system. The log displays the log date, log time, user name, action (brief description of the action that took place), and a detailed account of the action.
- Transaction Logs – Tracks each action taken within the system from login, retrieval, update, logoff, etc. The system also provides an administration interface to select the desired events group or filtered by a number of parameters including date range, user group, document type, etc.
- Configuration Reports - Quick, concise reports that provide information related to the configuration of users, security, storage, system configuration, usage, document capture, Workflow, and scanning.
- List Reports - Text documents that can contain the date, time, user, auto-name configuration of selected documents within a Document Search Results list, batch queue or a Workflow life cycle, total number of documents, and the total time spent processing the report.
- Verification Reports – Provide valuable information to users during the processing of documents into the OnBase system and are automatically generated by the respective processor.
- Scan Reports (Only for OnBase Document Imaging) – Provides the amount of scanning that has occurred within the OnBase Document Imaging module.

<u>TrueFiling Reports</u>: ImageSoft will provide the following TrueFiling reports:

- Court Daily Reconciliation Report (automatically sent to admin contact)
- Filer History Report (available to filer on-demand)

Deliverable: Reports, as defined above.

4.17 Training

ImageSoft will provide training services as specified in the Pricing section of this Statement of Work. ImageSoft recommends the following course offerings for implementing your ECM solution.

End User Training – OnBase

Course Duration: 3 hours
Training Materials: Standard Training Manual (additional cost for Custom Training Manual)
Training Delivery Method: Instructor-led Training or Train-the-Trainer (T3)
Number of Courses: 1
Prerequisite: OnBase End User Web-based course (thick, thin or unity client)

Intended Audience
Anyone that accesses the OnBase system

Course Description
This course will cover the basic workings of the ECM Solution and non-workflow related tasks needed to efficiently navigate and interact with the ECM Solution. Topics covered include:
- Accessing OnBase
- OnBase Basics – Document Type Groups, Document Types, Keywords and Document History
- Document navigation (i.e. moving between pages, zooming in and out, thumbnails)
- Custom Queries / Basic Searching / Advanced Searching
- Navigating folders
- Annotations and notes
- Importing new documents
- Working with Microsoft Office, TIFF and Adobe PDF documents
- Printing and emailing of documents

Scanning and Validation – OnBase

Course Duration: 2 hours
Training Materials: Standard Training Manual (additional cost for Custom Training Manual)

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Training Delivery Method: Instructor-led Training or Train-the-Trainer (T3)
Number of Courses: 1
Prerequisite: None

Intended Audience
Anyone that scan or indexes into the OnBase system

Course Description
This course shall cover the basic items related to scanning and indexing
document within the OnBase scan solution. Topics covered shall include:
- Scanner hardware and maintenance
- Preparing document to be scanned
- Batching
- Scanning
- QA (quality analysis of process and scanned images)
- Indexing
- Exception handling

Workflow – OnBase

Course Duration: 4 hours
Training Materials: Custom Training Manual
Training Delivery Method: Instructor-led Training or Train-the-Trainer (T3)
Number of Courses: 2
Prerequisite: Hyland Workflow Web-based course (thick or thin client)

Intended Audience
Workflow users and department leaders.

Course Description
This course will cover basic workflow concepts of the ECM Solution. Including
specific information related to each life cycle. The course will cover all
associated life cycles and queues to allow for cross-training of resources. Topics
covered include:
- Overview of the use of workflow to model business processes
- Accessing workflow
- Description of the screen components that makeup the user interface
- Overview of the different types of queues provided by workflow and how
  they are worked
- Accessing queues
- Details specific to ad hoc tasks and processing documents
- Load balancing concepts
- Details specific to the workflows implemented for the different processes
  and how users should work

Local System Support - OnBase

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Course Duration: 4 hours
Training Materials: Standard Training Manual (additional cost for Custom Training Manual)
Training Delivery Method: Instructor-led Training or Train-the-Trainer (T3)
Number of Courses: 1
Prerequisite: Hyland System Administration course

Intended Audience
System administrator

Course Description
This course will provide an overview of ECM administration tasks that will be handled locally. During the course, you use many of the OnBase navigation features to access documents and administrative utilities in the OnBase Client and Web Client. Topics covered include:
- Overview of system architecture
- Overview of security
- Overview of scheduled processes
- Overview of OnBase or Kofax scanning and batch management
- Overview of workflow and queue monitoring
- Overview of integration points
- Overview of scripts
- Other administrative functions
- OnBase Daily, Weekly, Monthly, Yearly maintenance

Note: The ImageSoft Local System Support training is intended to augment the Certified Hyland System Administration training by providing specific local installation information and act as the knowledge transfer from ImageSoft engineers to support personnel.

TrueFiling Administration

Course Duration: 4 hours
Training Materials: Standard Training Manual (additional cost for Custom Training Manual)
Training Delivery Method: Instructor-led Training or Train-the-Trainer (T3)
Number of Courses: 1
Prerequisite: None

Intended Audience
System administrator

Course Description
This course will provide an overview of administering and supporting the use of the TrueFiling system. Topics covered include:

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- System architecture
- Security
- Integration to OnBase
- Law firm setup
- Pro-per setup
- Indigent setup
- Credit card processing
- Other administrative functions

TrueFiling User Video

Course Duration: 20 minutes
Training Materials: Online video
Training Delivery Method: Web-based
Number of Courses: 1
Prerequisite: None

Intended Audience
TrueFiling users

Course Description
This course will provide an overview using the TrueFiling system to create and submit a filing to the court. Topics covered include:
- Setup for a law firm
- Setup for a pro-per filer
- Login
- Case Search
- Reviewing prior filings
- Creating a new filing
- Submitting a filing and paying by credit card
- Collaboration with the court
- Status / Resubmitting
- Other user functions

Assumptions:
1. Training includes the following services:
   a. Training materials
   b. Classroom setup (where applicable)
   c. Instructor
2. Price is set for up to 10 end users (not per user)
3. ImageSoft provides printed copies of standard OR custom documentation
4. Instructor-led includes training up to 10 people. Additional cost for larger classes
5. Train-the-Trainer includes training a small group of technical or super users
6. Training will be taught on customer site

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7. Customer provides hardware (if hands-on training is defined)
8. Customer provides training site
9. ImageSoft provides VM to install on customer hardware (if hands-on training is defined)

<u>Deliverable:</u> Training as described above.

4.18 Documentation

In addition to other documentation described in this SOW, ImageSoft will provide access to the following documentation;

- Standard OnBase Documentation on CD

<u>Deliverable:</u> Documentation as described above.

4.19 Production Support

ImageSoft has included a comprehensive support program for the system after it goes into production. Production Support is described in the external System Maintenance Agreement (SMA).

<u>Deliverable:</u> Production Support as provided in the pricing section below and further clarified in the SMA.

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5. General Assumptions

The following assumptions were made when preparing this Statement of Work. A significant change in any of these assumptions may affect the Work, Schedule and Cost.

1) Customer, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data.

2) Project success requires that Customer provide adequate user workstations, monitors, and operating system software.

3) Customer is responsible for providing adequate computer infrastructure required for operating and securing this system and the data. Such infrastructure includes, but is not limited to: power, networking, cooling, user PCs, and printers.

4) As part of Customer's responsibility for computer infrastructure, Customer is responsible for ensuring that data is secure and protected at all times. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft.

5) The system will be implemented at Customer's facility in Mt. Clemens, MI.

6) Technical assistance from Customer's Information Technology staff will be provided during the performance of the Work. In particular, Customer will provide:
    a) Network connectivity and troubleshooting assistance.
    b) Ability to monitor network traffic and isolate bottlenecks.
    c) Technical assistance concerning the integration with existing Customer systems (if applicable).
    d) Expertise to handle issues with printers, cabling, and PCs before, during, and after rollout.

7) Unless otherwise specified, for third-party software, ImageSoft shall provide standard documentation in electronic form (on CD).

8) Payment terms on equipment and software call for invoicing upon delivery. ImageSoft may have certain equipment and software delivered to an ImageSoft facility for staging and testing. For items received by ImageSoft, Customer will be presented with reasonable proof of delivery in order to release payment.

9) The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network segmenting, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time.

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10) Supervised remote access to servers and/or workstation computers may be required during implementation and for support purposes once in production use.

11) OnBase Test and Development environments will be provided by Macomb's IT Department.

12) Macomb County assistance will be required developing the test plan.

13) An ImageSoft review of the Customer servers is required to ensure that adequate server capacity is available to support the new solution.

14) TrueFiling will support case initiating documents in this phase for Personal Protection Order cases (PH, PP, VP, and PJ) only.

15) Customer will attain appropriate approvals from the Michigan SCAO to extend the use of e-filing within the court for at least 3 years after the system is put into production.

16) Desktop scanner support is built into OnBase CourtView Integration Module. No additional OnBase licensing is required.

17) Macomb County is running CourtView v2.5 or above.

18) Macomb indicates that existing scan station hardware is sufficient for phase 1.

19) ImageSoft needs to assess NetDMS database with Macomb IT before agreeing to convert VistaSG eDocket form data to OnBase.

20) Macomb FOC currently employs 107 people. The existing OnBase system is configured with the following licenses: [140] Named/Workflow; [20] Concurrent/Workflow Licenses.

21) This proposal assumes the repurposing of 33 Named/Workflow Licenses and 20 Concurrent/Workflow Licenses from the FOC OnBase system.

22) Macomb IT Department estimates that the current daily peak NetDMS usage viewing documents through CourtView is about 25 users at any given time.

23) Price table reflects the following user count and license distribution:

Area	User Count	License Type	Comment
Court Clerk	35	Concurrent	[16] first floor, [14] upstairs, [5] fileroom
CC Admin Clerical	26	Mixed	Civil Clerical Staff = [10] Named; Others = Concurrent
CC Admin Professional	10	Named	[3] Judical Aides and Coordinator + [7] Research Attorney's
CC Admin Judges	13	Mixed	[8] Civil Judges = Named; Others = Concurrent

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CC Admin Management	5	Named	
Juvenile Division	23	Named	Juvenile Clerk = 14 Named Supervisory = 3 Named Referees = 6 Named
PA Office	Unknown	Concurrent	
Probate Court	Unknown	Concurrent	

6. Pricing

6.1 Detailed Pricing

The table below provides pricing for the Phase I hardware, software, and estimated services.

Macomb County Circuit Court				9/27/2012
ImageSoft iJustice Circuit Court				
Hardware				
	Product	**Unit Cost**	**# Units**	**Cost**
OnBase Database Server				
Use existing. Review of existing environment required				
OnBase Unity Application Server				
Use existing. Review of existing environment required				
TrueFiling Web Server				
Not required. ImageSoft hosted TrueFiling.com site is being utilized.				
TrueCertify Web Server				
Not required. ImageSoft hosted TrueCertify.com site is being utilized.				
OnBase Application Server				
Use existing. Review of existing environment required				
OnBase Storage Server				
Use existing. Review of existing environment required				
Scanner(s)				
Use existing				
Hardware Subtotal				**$0**
Licensed Software				
	Product	**Unit Cost**	**# Units**	**Cost**
OnBase Software (GSA Pricing)				
Production Document Imaging (TWAIN) (2+)	TIIPW2	$1,612	5	$8,060
Concurrent Client (1-100)	CTIPC1	$960	5	$4,800
JUVENILE LICENSES: Named User Client (101-200)	CTIPN2	$403	23	$9,269
JUVENILE LICENSES: Workflow Named User Client (101-300)	WLIPN4	$564	23	$12,977
Unity Client Server	UNIPI1	$8,000	1	$8,000

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	Product	Unit Cost	# Units	Cost
OnBase CourtView Integration module – document retrieval, document indexing, FormsGen document capture, ad-hoc scanning (replaces NetDMS module with same function)		$12,091	1	$12,091
CourtView - OnBase API - ALREADY OWNED BY COURT		$0	1	$0
ImageSoft Software				
iJustice Circuit Court Civil Foundation (contains prebuilt workflows with life cycles, queues, tasks, logic, stamping, timers, and signing)	IS-IJCCWF1	$50,000	1	$50,000
iJustice Circuit Court Juvenile Foundation - Supports Circuit Court workflow foundation needed for processing Juvenile Proceedings: Designated Juvenile Offenses, Delinquency Proceedings, Juvenile Guardianship, Child Protective Proceedings, Personal Protection Actions Under the Juvenile Code, and Traffic/Local Ordinance Violations. Includes basic judicial workflow for electronically signing of documents and viewing electronic files for the daily docket.	IS-IJJVWF1	$15,000	1	$15,000
Negotiated credit for Juvenile foundation license (per agreement; court is only paying for maintenance on this license)				-$15,000
TrueSign™ (Integrated Electronic Signature) - provides a tool for signing documents electronically that produces an image with an actual signature. Allows users to mark document with a "sign here" flag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users. (Requires OnBase EDM Services and Archival API)	IS-TSIGN1	$15,000	1	$15,000
iContentConverter – Required by TrueFiling and TrueSign. Converts various file formats to TIFF or PDF. Works with Word, HTML, Text, and PDF. This license supports a single processing server.	IS-IDCV	$5,000	1	$5,000
iDocCreator - Provides integrated document creation using MS Word and OnBase. A flexible, table-driven system that allows templates to be associated with documents or workflows in the OnBase system. Documents are created by merging OnBase keyword data with a template to create a document that is saved directly to OnBase.	IS-IDC	$15,000	1	$15,000
Competitive Replacement Credit				-$50,000
Software Subtotal				**$90,197**

Annual Fees				
	Product	**Unit Cost**	**# Units**	**Cost**

Description	Product	Unit Cost	# Units	Cost
TrueFiling™ - Electronic filing court solution - Hosted solution annual subscription, large court (8-15 judges) - provides a comprehensive e-filing solution for a court. This subscription provides a 50:50 split on convenience fees (3% credit card fee). Configurable solution that supports multiple case types. Includes basic analysis, installation and training package. See product documentation for details. Includes annual maintenance and hosting. NO COST DUE TO MANDATORY CIVIL CASE COURT POLICY	IS-TFS-LC1	$0	1	$0
TrueCertify™ - Electronic document certification - Annual Subscription - Base System: includes unlimited Client Software licenses, server setup, custom cloud-based verification web site, 2 GB of document storage, limited use of iDocCreator software, 2,500 newly certified or recertified documents per year. Includes software maintenance, remote installation, and business hours telephone support.	IS-TC-BASE	$6,000	1	$6,000
TrueCertify™ - Electronic document certification - Annual Subscription - Add unlimited newly certified or recertified documents per year to base system	IS-TC-UP	$9,000	1	$9,000
Licensed Product Annual Maintenance and Telephone Support				$30,609
ImageSoft Customer Care Support (1 year), includes: - Version upgrade assistance - Custom Software Support - Configuration Support - Solution Upgrade Assurance -Access to Internal ImageSoft Resources -Advanced Architecture and Planning Support -Unlimited Telephone Support				$13,703
Annual Fee Subtotal				**$59,311**

Services

	Product	Unit Cost	# Units	Cost
Business Analysis and Design				$25,460
Conversion Services (4.5M documents in NetDMS)				$26,600
Installation & Configuration				
OnBase Configuration				$15,750
Document Capture				$5,600
System & Training Documentation				$7,700
TrueFiling Integration				$8,400
ImageSoft Module Configuration				$3,500
Workflow Configuration (Circuit Court Foundation)				$28,000
Workflow Configuration (Juvenile Foundation)				$48,125
Negotiated credit for Juvenile implementation				-$48,125
System Testing				$7,175
Project Management (included at no extra cost)				$0

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Training (on-site)
  - 1 end user training course
  - 1 end user scan training course
  - 2 workflow training
  - 1 local system admin course
				$8,280

User Acceptance Testing (UAT) Assistance				$5,600
Production Rollout (Go-live)				$7,700
Travel & Expenses (rebilled at cost)				TBD
Competitive Replacement Credit				-$50,000
CourtView Services				
Re-install CourtView API and configure for OnBase				$4,000
CourtView general integration assistance (40 hours of T&M services)				$7,000
Services Subtotal				**$110,765**

Total				
Grand Total				**$260,274**
Pricing valid for 60 days				

6.2   Payment Terms and Schedule

This project will commence upon a signed Statement of Work (SOW) and received payment for 50% of the initial software and hardware costs. The table below provides further details regarding the payment schedule.

All payments will be due on a Net-30 day basis.

Payment	When	Amount
Down payment on Hardware and Software (50%)	Project initiation	$45,099
Final payment on Hardware and Software	Upon delivery	$45,099
ImageSoft Services		
Business Analysis and Design	Signoff of Functional Specification	$25,460
Conversion Services (4.5M documents in NetDMS)	Conversion process setup	$13,300
Conversion Services (4.5M documents in NetDMS)	Conversion process complete	$13,300
Installation & Configuration		
Configuration payment #1	1/2 of configuration complete	$9,475
Configuration payment #2	Configuration complete	$9,475
System Testing	Testing complete	$7,175
Training	Training complete	$8,280
User Testing	UAT complete	$5,600

Courtview Services	Courtview integration complete	$11,000
Go live assistance	Go-live complete	$7,700
Annual fees	At first production use	$59,311
Total		**$260,274**

6.3 TrueFiling Revenue Sharing

Imagesoft has provided significant discounts in the proposal that are contingent on the ongoing sharing of e-filing revenue. Customer agrees to a 3-year term where ImageSoft is the exclusive e-filing provider under the following conditions:

- E-filing will be mandatory for all circuit court judges within three (3) months of go-live for Civil "C" and "N" case types.
- E-Filing will be mandatory for all circuit court judges for Family Division [DO] case types
- During the 36 month initial term ImageSoft and Customer will split the e-filing convenience fee revenue (minus a 3% credit card processing fees) 50:50.
- The following e-filing convenience fees will be charged:
  a. EFO (e-filing only) $5.00
  b. EFS (e-filing with service) $8.00
  c. SO (service only) $5.00
- Indigent filers approved by the court, and government agencies are charged no statutory or convenience fees.

6.4 Optional Pricing

This section provides pricing for optional components that may be required depending on decisions made during the proposal or analysis process.

Optional Prices				
	Product	**Unit Cost**	**# Units**	**Cost**
TrueCertify™ Annual Subscription - additional 1 GB of storage	IS-TC-1G	$500	1	$500
TrueSign™ (Integrated Electronic Signature) - additional signer license (21-50 signers)	IS-ISIGN-CAL1	$100	0	$0
TrueSign™ (Integrated Electronic Signature) - additional signer license (50+)	IS-ISIGN-CAL2	$45	0	$0
Barcode Label Printer				
Zebra barcode label printer - rapid thermal label printing at 203 DPI, up to 4.09" width, prints at 4" per second, includes ethernet connectivity and built-in print server (TCP/IP) technology.	2844-20400-0001	$553	1	$553
Barcode Labels (Per case - budgetary)		$100	1	$100

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Signature Pad				
Used in TrueSign to collect defendant signature in courtroom. Topaz SignatureGem LCD 1x5 Signature Pad, Backlit, USB	Z-T-LBK462-HSB	$395	1	$395

6.5   Fixed Price Services

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a fixed price basis.

The initial services provided in this project will include an Analysis and Design process that will create a Functional Specification document. During this process project scope that is greater than is contained within the SOW may be discovered. If this occurs, ImageSoft will present to Customer the reasoning for the additional scope, and an estimate of the additional effort. Customer can then decide whether to add the work to the scope, through a change order, or to reduce the project scope to its original size.

6.6   Out-Of-Pocket Expenses

No travel costs are expected for work done at Customer's Mt. Clemens location.

6.7   Marketing Considerations

In return for discounts Customer agrees that if they are satisfied with the solution that they will allow ImageSoft to:
- Use the Macomb Circuit Court as a reference site for occasional prospect phone calls and site visits (reference contact will be pre-approved by Customer primary contact).
- Refer to the site in a published case study with a personal quotation (content to be approved by Customer primary contact).

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7. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Agreed to: **Macomb County Circuit Court** **40 N. Main Street** **Mt Clemens, MI 48043**	*Agreed to:* **ImageSoft, Inc.** **25900 W. 11 Mile Rd., Suite 100** **Southfield, MI 48034**
By: _____ Authorized Signature	By: _____ Authorized Signature
Date:_____	Date:_____ 10/31/12
Name (type or print): _____	Name (type or print): **Scott Bade**
Title (type or print): _____	Title (type or print): **President**
Project name: **iJustice**	

Internal Use:	Opportunity #: _____	
	Sales Order #: _____	

ImageSoft
Contact:
Title:
Email Address:
Phone Number:
Fax Number: (248) 948-8146

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Appendix A – Supported E-filing Case Types

The following case types are supported in the initial project phase for TrueFiling:

CIVIL CASE TYPES

1. <u>Agencies [AA]. All matters from administrative agencies other than the Michigan Employment Security Commission and the Michigan Secretary of State.</u>
2. <u>Employment Security Commission [AE]. All matters regarding Michigan Employment Security Commission actions.</u>
3. <u>Parole Board Decisions [AP]. Appeals in parole board decisions.</u>
4. <u>Criminal Appeals [AR]. All criminal appeals from a lower court when filed in a higher court.</u>
5. <u>Civil Appeals [AV]. All civil appeals from a lower court when filed in a higher court.</u>
6. <u>Habeas Corpus [AH]. All writs of habeas corpus except habeas corpus to obtain custody of a child.</u>
7. <u>Licensing and Vehicles [AL]. All matters regarding Secretary of State actions.</u>
8. <u>Superintending Control [AS]. All matters involving superintending control or supervisory control powers of the court.</u>
9. <u>Writs [AW]. All actions for mandamus and quo warranto and other writs.</u>
10. Business Claims [CB]. All claims involving partnership termination and other business accountings.
11. Condemnation [CC]. All condemnation proceedings.
12. Employment Discrimination [CD]. All complaints of employment discrimination.
13. Environment [CE]. All environmental matters such as zoning, pollution, etc.
14. Forfeiture Claims [CF]. All claims of interest in property seized under the Controlled Substance that may be subject to forfeiture.
15. Housing and Real Estate [CH]. All housing, real estate, foreclosure, land contracts, and other property proceedings (except landlord-tenant and land contract summary proceedings).
16. Contracts [CK]. All proceedings involving contractual obligations not otherwise coded.
17. Labor Relations [CL]. All labor-management matters except employment discrimination.
18. Antitrust, Franchising, and Trade Regulation [CP]. All complaints regarding unlawful trade practices including but not limited to pricing and advertising of consumer items, regulation of watercraft, restraint of trade and monopolies, Consumer Protection Act, Farm and Utility Equipment Franchise Act, franchise investment law, motor vehicle dealer agreements, and the Motor Fuel Distribution Act.
19. Corporate Receivership [CR]. All corporate receivership proceedings.
20. General Civil [CZ]. All other civil actions not otherwise coded.
21. Property Damage, Auto Negligence [ND]. All complaints of property damage, but not personal injury, involving the use of a motor vehicle.
22. No-Fault Automobile Insurance [NF]. All claims for first-party personal protection benefits and first-party property protection benefits under the no-fault automobile insurance act.
23. Medical Malpractice [NH]. All claims involving health-care provider malpractice.
24. Personal Injury, Auto Negligence [NI]. All complaints of personal injury, or personal injury and property damage, involving the use of a motor vehicle.
25. Other Professional Malpractice [NM]. All claims involving professional malpractice other than health-care provider malpractice.
26. Other Personal Injury [NO]. All other claims involving liability for personal injury not otherwise coded.
27. Products Liability [NP]. All claims involving products liability.
28. Liquor Control [NS]. All claims involving liability under the liquor control code.
29. Other Damage Suits [NZ]. All other claims for damages.
30. Proceedings to Restore, Establish, or Correct Records [PC]. All proceedings to restore, establish, or correct records that are assigned a new case number (not brought under an existing case).
31. Claim and Delivery [PD]. All complaints to recover personal property that are assigned a new case number (not brought under an existing case).
32. Receivers in Supplemental Proceedings [PR]. All proceedings appointing a receiver that are assigned a new case number (not brought under an existing case).
33. Supplemental Proceedings [PS]. All supplemental proceedings that are assigned a new case number (not brought under an existing case).

34. Miscellaneous Proceedings [PZ]. All other matters assigned a new case number (not brought under an existing case), including the following matters: grand jury and multicounty grand jury.
35. Miscellaneous Matters [XX]. Miscellaneous matters for the Court.

DOMESTIC CASE TYPES

1) Divorce, No Children [DO]. All complaints for divorce, separate maintenance, or annulment when no minor children are involved. Also used for intrastate transfers of post-judgment divorce complaints when no minor children are involved.
2) Personal Protection Against Stalking [PH] – All personal protection proceedings when there is no domestic relationship between the parties and the respondent is not under the age of 18.
3) Personal Protection in Domestic Relationships [PP] – All personal protection proceedings when there is a domestic relationship between the parties and the respondent is not under the age of 18.
4) Violation Proceedings on Out-of-County Personal Protection Order – Revised Judicature Act (VP) – All proceedings conducted for violation of personal protection orders when heard by a county other than the county that issued the personal protection order.

JUVENILE CASE TYPES

1. Designated Juvenile Offenses [DJ]. All juvenile offenses designated by the prosecutor or court to be heard in the family division of circuit court in the same manner as an adult criminal case is heard in the criminal division of the circuit court.
2. Delinquency Proceedings [DL]. All delinquency proceedings initiated by petition under the juvenile code or initiated by Uniform Law Citation for various minor offenses not in the Motor Vehicle Code.
3. Juvenile Guardianship [JG]. All juvenile guardianships created by order under the juvenile code.
4. Child Protective Proceedings [NA]. All child protective proceedings initiated by petition under the juvenile code.
5. Personal Protection Actions Brought Under the Juvenile Code [PJ]. All petitions seeking a personal protection order against a respondent under the age of 18. Includes proceedings conducted for violation of personal protection orders issued under the juvenile code when heard by a county other than the county that issued the personal protection order.
6. Traffic and Local Ordinance [TL]. All traffic and local ordinance issued on a Uniform Law Citation under the Motor Vehicle Code or local corresponding ordinance.
7. Emancipation of Minor [EM]. All emancipation proceedings initiated under the Status of Minors and Emancipation Act.
8. Waiver of Parental Consent to Obtain Abortion [PW]. All waiver of parental consent proceedings under the Parental Rights Restoration Act.
9. Young Adult Voluntary Foster Care Act [VF]. All petitions filed under MCL 400.655.

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Appendix B – TrueFiling Court Agreement

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ImageSoft, Inc.
TRUEFILING™ ELECTRONIC FILING AGREEMENT - COURT

This agreement is made and entered into by and between Macomb County Circuit Court with the Court's primary offices at 40 N. Main Street, Mt. Clemens, MI 48034 ("Customer") (hereinafter "Customer"), and ImageSoft, Inc., having a place of business at 25900 W. 11 Mile Rd, Suite 100, Southfield, Michigan 48034 (hereinafter "ImageSoft").

1. Definitions.

   1.1. "Agreement" this Electronic Filing Agreement.

   1.2. "TrueFiling™" The ImageSoft Web system described and specified with the same name in ImageSoft product documentation and any updates or upgrades to such Web system which may be generally released by ImageSoft to all customers from time to time.

   1.3. "Internet Data Centers." The facilities used by ImageSoft to provide TrueFiling™. All Internet Data Centers shall be located in the United States, unless with the prior written consent of Customer.

   1.4. "Click-thru User Agreement" An agreement that is presented to a prospective user during the registration process which outlines the terms and conditions under which the TrueFiling™ system may be used.

   1.5. "Authorized Users" Any user that completes the system registration process and accepts the Click-thru User Agreement and is not revoked by either ImageSoft or Customer is authorized to use the system. The system is generally open to persons through a public Website. Prior to using the system a user must go through an authorization process, whereby the system will prompt the user to provide certain identifying information which will be used to create a unique User ID. Optionally, the court may elect to approve each new filer prior to acceptance, in which case the user would have limited or no access to the system until approved by Customer. A user may identify themself as part of a Filing Organization, in which case approval of the User ID is subject to approval of the administrator of the Filing Organization.

   1.6. "Filing Organization." A group of Authorized Users, which share billing and other information. Typically a Filing Organization is a law firm. A single person, known in legal terms as a "Pro Se Filer", may register with the system, in which case the filing organization may be system generated.

   1.7. "User Data." Authorized User information or other data processed, stored or transmitted by, in or through TrueFiling™.

   1.8. "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trademarks, confidential information, know-how, trade secrets, contract or

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licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. License Grant.

Subject to the terms and conditions hereof, during the term hereof, ImageSoft hereby grants to the Customer a non-exclusive, revocable license to use the TrueFiling™ system for the Customer's internal operation by an unlimited number of Authorized Users. Customer and ImageSoft have the unilateral right to revoke an Authorized User's privilege of using the system for any reason and for any period of time. All rights not expressly granted to Customer herein are expressly reserved by ImageSoft.

3. Use Restrictions.

Customer covenants and agrees that its use of TrueFiling™ will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the system; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the TrueFiling™ system; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the TrueFiling™ system; or (iv) to access, alter, or destroy any information by any fraudulent means or device, or attempt to do so.

4. Customer User Setup and Configuration.

Customer access to TrueFiling™ is limited to specific configuration screens and other special functions that are defined in the most current version of the "TrueFiling™ Administration Guide" document. Customer User ID and password shall be granted by ImageSoft and provided to Customer.

5. Security.

Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of TrueFiling™, ImageSoft shall implement reasonable security procedures consistent with prevailing industry standards to protect User Data and Customer Data from unauthorized access (the "Security Standard"). Provided that ImageSoft is in compliance with the Security Standard, the parties agree that ImageSoft shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to ImageSoft at the time. ImageSoft will promptly report to Customer any unauthorized access to Customer Data or User Data promptly upon discovery by ImageSoft, and ImageSoft will use diligent efforts to promptly remedy any

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breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data or User Data is required, Customer shall cooperate with ImageSoft using all reasonable means.

6. Set-Up of Services.

ImageSoft and Customer shall work cooperatively to complete all tasks required to make TrueFiling™ accessible to Customer as defined in Exhibit A.

7. Backups.

ImageSoft shall make daily incremental backups (the "Incremental Backup") and weekly full backups (the "Full Backups") of Customer Data and User data stored with the TrueFiling™ system. The weekly backup shall be stored off-site. For an additional fee ImageSoft will create and send a separate Full Backup copy to Customer on an agreed upon interval.

8. Fees.

Customer shall pay or share fees with ImageSoft as defined in Exhibit B.

9. Taxes.

All fees are exclusive of taxes or duties. If ImageSoft is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on ImageSoft's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of ImageSoft's invoice and supporting documentation for the taxes or duties charged. The Parties understand that the Macomb County Circuit Court and the Charter County of Macomb are tax exempt entities and do not waive their tax exempt status and will not be charged taxes for which they are exempt.

10. Technical Support.

ImageSoft shall provide level-1 support to the TrueFiling™ system for the critical initial 7 months after go-live. During this time, ImageSoft will take calls directly from Authorized Users and Customer staff, and will also work to train Customer staff to take over level-1 support.

After 7 months from go-live, ImageSoft shall provide level-2 support to the TrueFiling™ system. In this role Customer shall provide direct telephone and e-mail support (level-1) to Authorized Users and

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ImageSoft shall provide telephone and e-mail support to Customer Technical Contacts (as defined herein). Level-1 support takes the initial call from the Authorized Users and forwards the issue to ImageSoft (Level-2) as needed.

ImageSoft's primary support responsibility is to ensure that the TrueFiling™ system functions in a manner consistent with the then-current ImageSoft published documentation. ImageSoft will correct agreed-upon and reproducible computer bugs or functional inconsistencies with said documentation.

The TrueFiling™ system is hereby added to and is covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated ____
_____.

11. Additional Consulting Services.

If additional services are required, ImageSoft shall develop a separate Statement of Work (SOW) agreement and submit to Customer for approval.

12. Customer Contacts.

Customer shall designate below one or more of its employees as its principal contact for communicating with ImageSoft regarding technical matters and for e-filing matters. Customer may change its contacts from time to time by written notice to ImageSoft.

Technical Contact(s):   Ted Kamenitsa _____

Mary Murphy _____

MaryAnn Zak _____

Sandy Jurek _____

E-filing Contact(s):   Anthony June _____

Jennifer Phillips _____

_____

_____

_____

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13. Proprietary Rights Ownership.

Ownership of the Proprietary Rights embodied in the TrueFiling™ system shall remain exclusively vested in and be the sole and exclusive property of ImageSoft and its licensors. In addition Customer hereby transfers and assigns to ImageSoft any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the TrueFiling™ system. The TrueFiling™ internet domain name, product names and logos associated with the system are trademarks of ImageSoft, and no right or license is granted to them, except as follows: Customer may for the purposes of advertising the TrueFiling™ system as provided by ImageSoft or for the purpose of redirecting web users to the TrueFiling™ domain use the then-current TrueFiling™ domain name and logo in printed and Web materials.

14. Term.

This license is effective for three (3) calendar years, unless terminated as defined herein. During the licensing term Customer is required to utilize no other like system for electronic filing of court documents and agrees to promote the system to its customers as the exclusive way to electronically file court documents. Either party may terminate this agreement for convenience by providing the other party with one hundred eighty (180) days written notice.

15. Effect of Termination

Upon termination ImageSoft shall provide for a nominal fee (not more than $200) a one-time data export of any TrueFiling™ system data that is related to Customer. The export will be in a format of ImageSoft's choosing, and will be prepared without encryption or proprietary layout. IMAGESOFT'S ONLY OBLIGATION TO CUSTOMER IN THE EVENT OF TERMINATION OF THIS AGREEMENT IS TO PROVIDE CUSTOMER WITH A ONE-TIME EXPORT OF DATA FOR A NOMINAL FEE, AS DESCRIBED ABOVE.

16. Limited Warranty.

In the absence of any optional warranty or continuing provisions extended by a formal written agreement, ImageSoft warrants its Software in accordance with the following:

> (a) Limited Warranty. ImageSoft warrants solely on its behalf and for Customer benefit alone, that the TrueFiling™ system will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from your start of production usage by Customer (the "Warranty Period"). Customer warranty remedy is to notify ImageSoft of a defect, in which case ImageSoft will confirm and then correct the defect within twenty (20) business days exclusive of the original ninety (90) day period. If the defect cannot be corrected in this timeframe

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then Customer is entitled to a full refund of any money's paid to ImageSoft for the TrueFiling™ system and is entitled to terminate this agreement. Except as expressly provided herein, neither ImageSoft nor its suppliers warrant the performance or results of the TrueFiling™ system, that the system will meet your requirements, or that the system will run uninterrupted or error free.

(b) WARRANTY DISCLAIMER. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY IMAGESOFT AND ITS SUPPLIERS. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to you. This limited warranty gives you specific rights and you may also have other rights which vary from state to state.

17. Limitation of Liability.

The TrueFiling™ system is intended to allow for the remote capture of documents related to court cases, and is expressly not intended to be used as a system of record for court case documents, nor as a long-term repository for court records. Documents in the TrueFiling™ system are by definition transient, and may be removed, or rendered to a different format as part of the process. It is the Customer's responsibility to carefully review prior to acceptance documents that are presented through the TrueFiling™ system.

Customer data may be presented to public users of the TrueFiling™ system. It is the Court's responsibility to ensure that data provided to the TrueFiling™ system by Customer is free of personal identifying information, such as Social Security Numbers and other personal information. IMAGESOFT DOES NOT REVIEW THE CONTENTS OF DATA PROVIDED BY CUSTOMER THAT MAY OR MAY NOT BE POSTED ON THE TRUEFILING™ WEBSITE.

IN NO EVENT SHALL THE MACOMB COUNTY CIRCUIT COURT OR ITS FUNDING UNIT AND IMAGESOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EFILING SYSTEM, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL IMAGESOFT'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED THE AMOUNT PAID BY YOU FOR THE TRUEFILING™ SYSTEM OUT OF WHICH SUCH CLAIM AROSE. IN NO EVENT WILL CUSTOMER'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED THE AMOUNT DUE UNDER THE CONTRACT OUT OF WHICH SUCH CLAIM AROSE. In those jurisdictions that do not

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allow the exclusion or limitation of damages, ImageSoft's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

18. Maintenance and Updates.

All maintenance and updates to the TrueFiling™ system shall be performed by ImageSoft. Under normal circumstances ImageSoft shall endeavor to schedule maintenance and updates to the system during non-peak usage times in order to limit disruption of access to the system. However, ImageSoft reserves the right to perform maintenance and updates to the TrueFiling™ system at any time. ImageSoft reserves the right to alter the design and function of the system at any time, which may result in the addition or deletion of system features. Notwithstanding the foregoing, ImageSoft agrees to provide Customer with 24 hour notice of any scheduled system downtime and ImageSoft agrees to provide reasonable notification when a substantive change is made to the system or the process.

19. Export.

Customer agrees to not directly or indirectly export or transmit any part of the TrueFiling™ system or related documentation and technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statue, without the prior written consent by ImageSoft and, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission. Customer represents and warrants that you are not located in, under the control of, or a national or resident of any such country.

20. Indemnification.

Customer shall defend, indemnify, and hold ImageSoft, its officers, directors and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly related to: (a) Customer willful misconduct or unauthorized use of the TrueFiling™ system; or (b) a claim by an Authorized user or other party that the TrueFiling™ system in any manner improperly affected the outcome of a court case or other process or operation of the Customer or affiliate; or (c) a claim by an Authorized user or other party that the TrueFiling™ system compromised the personal identity of a person or group where the data in question was provided by Customer.

ImageSoft shall defend, indemnify, and hold harmless the Customer and its officers, directors, and employees from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of ImageSoft. The Customer shall promptly notify ImageSoft, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the

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defense and settlement of the claim. If ImageSoft's negligence combines with the Customer's negligence or willful misconduct to cause injury, the Parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Provided however, that nothing herein shall be construed as a waiver of any government immunity by the Customer or its employees, respectively, as provided by statute or court decision. The provisions of this Section shall survive termination of this Agreement.

21. Miscellaneous.

(a) Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

(b) Governing Law. The validity and performance of this Agreement shall be governed by the laws of the State of Michigan, USA (without reference to choice of law principles), and applicable federal law.

(c) Construction. This Agreement is deemed entered into in the State of Michigan, and shall be construed as to its fair meaning and not strictly for or against either party.

(d) Entire Agreement; Modification. This Agreement sets forth the entire understanding and agreement between Customer and ImageSoft and may be amended only in a writing signed by both parties.

(e) Relationship of the Parties. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. ImageSoft and Customer are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. ImageSoft shall not be restricted from performing services for others and shall not be bound to Customer except as provided under this Agreement.

(f) Insurance. If ImageSoft performs any of the Services on Customer premises, ImageSoft agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, ImageSoft will provide evidence of coverage on a standard ACORD form certificate of insurance.

(g) Assignment and Subcontracting. This Agreement shall be binding on the parties and each party's successors and assigns. ImageSoft may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of ImageSoft. Any other attempt to make an assignment without prior written consent of the Customer shall be void. ImageSoft may provide for the delivery of all or part of the Services through the use of subcontractors. ImageSoft shall notify Customer of work being performed by any subcontractor who performs work on the premises of Customer and shall ensure that the same insurance requirements that apply to ImageSoft under this Agreement apply to and are complied with by that subcontractor.

ImageSoft

CUSTOMER ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND IMAGESOFT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND IMAGESOFT RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS TRUEFILING™ SYSTEM CONTAINS CONFIDENTIAL INFORMATION AND TRADE SECRETS OF IMAGESOFT, INC. USE, DISCLOSURE OR REPRODUCTION IS PROHIBITED WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF IMAGESOFT, INC.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CUSTOMER	IMAGESOFT, INC
Macomb County Circuit Court 40 North Main Street Mount Clemens, MI 48043	ImageSoft, Inc. 25900 W. 11 Mile Road, Suite 100 Southfield, MI 48034
By: _____ Authorized Signature	By: _____ Authorized Signature
Date:_____	Date:_10/31/12_
Name (type or print): _____	Name (type or print): **Scott Bade**
Title (type or print): _____	Title (type or print): **President**

ImageSoft

Exhibit A – Tasks to be Completed Before Go-Live

ImageSoft Tasks:

1. Configure the system to support the agreed upon case types.
2. Configure the case fees and filing help information per the user-provided information.
3. Establish a direct-deposit (ACH or other type) mechanism to deposit money to Customer as specified in Exhibit B.
4. Configure the system to load Customer's case data on a regular basis.
5. Work with Customer to develop and execute a test plan
6. Pilot:
   a. Work with Customer to develop a Pilot plan document
   b. Configure the system to support a set of pilot Filing Organizations
   c. Perform basic training to pilot Filing Organizations
   d. Enable the system for the pilot users
   e. Provide help-desk support to the pilot users for the defined pilot period
   f. Make agreed upon adjustments to the system based on pilot user feedback
7. Work with Customer to develop a User's Guide document
8. Train the Customer on performing user training (train the trainer)
9. Train the Customer on providing help-desk services to the Authorized Users.
10. Work with Customer to perform production rollout.
11. Provide intensive support to Customer during the first 30-days after production rollout.

Customer Tasks:

1. Provide ImageSoft with requested configuration data, including but not limited to: case types, fees, user help instructions
2. Select a group of local law firms to be the Pilot Filing Organizations candidates. Note: either party may remove an organization from the Pilot for any reason.
3. Provide a process or program that produces an export file of existing case information that is to be uploaded to the TrueFiling™ system on a scheduled basis.
4. Assist with test plan creation and execution
5. Assist with development of a User's Guide document
6. Attend ImageSoft train-the-trainer training
7. Setup and perform regularly scheduled user training
8. Assist with production rollout.

ImageSoft

Exhibit B – Pricing and Fees

TrueFiling™ Fee Structure
For Macomb County Circuit Court

This section defines the fees being charged and the payment arrangement between ImageSoft and the court.

Definitions:

eFiling a document: using TrueFiling™ to submitting a document for filing to the court.

eService a document : using TrueFiling™ to serve a document to one or more case parties through e-mail.

Filing Fee: The fee that is charged by the county for a particular type of filing. This fee exists whether the customer is filing electronically or in person.

Convenience Fee: The fee that is charged to use the TrueFiling™ system. The County and ImageSoft have agreed to a fee structure that is defined in a related Statement of Work (SOW) document.

Credit Card Processing Fee: An additional fee charged to the filer to cover fees charged by the credit card companies.

Register of Action (ROA) Access Fee: The initial phase excludes the sale of documents to the public

Document Access Fee: The initial phase excludes the sale of documents to the public

Certified Document Access Fee: The initial phase excludes the sale of documents to the public

Payments:
ImageSoft shall pay the Court through a direct bank deposit in the following ways:

- **Daily Cash Transfer**: ImageSoft will electronically deliver all of the Filing Fees collected each day, before the next business day. The daily cash transfer will be scheduled for early in the morning (normally before 8am) and will include all the outstanding Filing Fees received up until midnight of the previous day, minus any chargebacks (see disputed payments below).

ImageSoft

Statements / Reports:
ImageSoft will deliver daily and monthly reconciliation statements to the Court. The statement layout and contents will be designed cooperatively.

The end user will have a real-time report that can be run over a date range to display all transaction activity and fees for a period of time.

Exceptions:

- **End user disputed credit card payments:** Occasionally a filer may dispute a charge with their credit card company. The rules governing credit card usage and acceptance in most cases favor the cardholder, and therefore the disputed amount will be debited from ImageSoft directly with little recourse. For disputed charges ImageSoft will notify Customer of the disputed charge and will withhold the disputed amount from the next Daily Cash Transfer payment. Customer is responsible for pursuing the filer or otherwise attempting to appeal the chargeback and recover the funds, and upon request ImageSoft will provide reasonable assistance by providing access to system data.

- **Indigent Filers and Exempt Government Agency Filers:** Certain filers that are approved by the court ("Indigent Filers"), will be allowed to use TrueFiling™ without paying fees. Certain Government Agencies that are approved by the court and agreed to by ImageSoft ("Exempt Government Agency Filers"), will also be allowed to use TrueFiling™ without paying fees. eService will not be available for free filings.

Initials

_____
_____
_____
_____

ʁ ImageSoft

Appendix C – Sample TrueFiling User Agreement

TrueFiling™ User Agreement

PLEASE READ THE USER AGREEMENT (the "Agreement") BELOW AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I AGREE" BUTTON AT THE END. BY USING THIS SERVICE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE EXIT THIS SITE.

TrueFiling™ is a website ("The Website") owned and operated by ImageSoft, Inc., a Michigan Corporation ("Service Provider") and an Electronic Filing Service Provider ("EFSP"). Service Provider has contracted with various courts, court clerks or other government agencies having management of court operations ("Receiving Entity") to deliver electronic filing of documents and providing document service to participating parties. Service Provider may change the terms in this Agreement at any time. When the terms are changed, Service Provider will notify you by placing a notice on the Website; any such changes shall apply to any use of the Website after the point in time when such change is posted. The changes also will appear in this document, which you can access at any time from your Service Provider's website. If you use the Website after notification of a change in the Agreement, you are deemed to have accepted all of the changes and will be bound by all such changes, in addition to the terms which have not changed.

1.   Description of Service. *The Website provides capabilities that permit public filers to electronically file documents with Receiving Entity's and electronically serve documents on other parties participating in the electronic filing program ("The Service"). The Service may also offer features, such as the ability to purchase documents (certified or non-certified) from a Receiving Entity or other government agency. Service Provider may alter or remove features and functions of the Service at any time, without notice. The Service is only available to entities or individuals who agree to, and abide by, the terms and conditions of this Agreement. You, as the party using the Service (referred to herein as "you" or "User," are responsible for all acts and omission of all individuals accessing or using the Service on your behalf.*

The Service Provider is authorized by the Receiving Entity to collect fees on their behalf. This Agreement is between you and the Service Provider; with sections at the bottom providing terms that are unique to an individual Receiving Entity, if applicable.

When you log on to this Website and submit a filing, the Service Provider will electronically convert your document(s) to Adobe PDF format and transmit your document(s) and data to the Receiving Entity's electronic file management system where Receiving Entity staff will review the document for acceptance. The Receiving Entity may accept the filing, or reject it, and their decision is independent of The Service. Issues or questions related to the Receiving Entity's review process should be directed to the Receiving Entity. The Receiving Entity may also ask for additional information for the filing. IN ALL CASES YOUR DOCUMENT IS NOT OFFICIALLY FILED WITH THE RECEIVING ENTITY UNTIL YOU RECEIVE CONFIRMATION ALONG WITH A RETURN COPY OF THE FILED DOCUMENT AND UNTIL ANY RELATED PAYMENTS ARE RECEIVED AND ACCEPTED. BECAUSE THE UPLOADED FILE UNDERWENT A CONVERSION FROM ITS ORIGINAL FORMAT, AND CONVERSIONS ARE

NOT GUARANTEED TO BE 100% ACCURATE, IT IS YOUR RESPONSIBILITY TO REVIEW THE RETURNED COPY OF THE FILED DOCUMENT TO ENSURE COMPLETENESS AND ACCURACY. IF THERE IS AN ISSUE WITH THE RETURN COPY, PLEASE CONTACT THE RECEIVING ENTITY IMMEDIATELY TO IDENTIFY THE ISSUE.

2. **Initial Log-in.** *As a User, you agree to provide the Service Provider with accurate, complete information during your initial log-in. If you are a practicing attorney, then your state-issued attorney identification number is required. It is your responsibility to inform the Service Provider of any changes to such information.*

3. **Password and Access to the Service**. *Each password is solely for one designated person. You agree to not permit: a) any other person to use the Service under a designated person's name or password; or b) access the Service through a single name to be made available to multiple users. You agree that you will maintain the password as private and confidential information. You are responsible for all use of the Service or the Website that is accessed through your password, and are responsible for preventing such unauthorized use. If you believe an unauthorized use has occurred, you are required to notify Service Provider immediately by sending an e-mail to* support@truefiling.com*. You warrant that you are not a "minor" as defined by applicable law. Any use of this service by a minor or by any unregistered person is an unauthorized use ("Unauthorized Use"). If an Unauthorized Use does occur, you will be fully responsible for any minor or any unregistered person whom you permit to use the Service; you will defend, indemnify, and hold Service Provider harmless from and against any and all claims, liability or expenses arising out of an Unauthorized Use of the Website or Service.*

4. **Intellectual Property Rights**. *All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description available on the Website, or included in the Service (collectively, the "Content"), and all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Content (collectively, the "Intellectual Property") are owned by the Service Provider or their respective licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America ("U.S."). The Service may also be protected as a collective work or compilation under U.S. copyright and other laws and treaties. You may only use the Content, Service, or Intellectual Property, or access the Website, as expressly permitted in this Agreement and for no other purposes. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring upon you any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, laws or treaties. Furthermore, you may not use any of the Service Provider's trademarks, trade names or service marks in any manner which creates the impression that such names and marks belong to, or are associated with, you or are used with the Service Provider's consent, and you acknowledge that you have no ownership rights in and to any of these names and marks. All present and future rights in, and title to, the Service (including database rights and the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to the Service Provider for its exclusive use.*

5. **_Grant of License._** _Subject to your acceptance and compliance with this Agreement and any other restrictions or conditions set forth in this Agreement, you are granted a personal, nonexclusive, nontransferable, nonassignable, revocable, limited license to access and use the Website, Service and Content solely for the purpose defined herein and as defined in the published user documentation. The Service Provider may terminate this license at any time for any reason._

6. **_Limitations on Use._** _You may not use the Service or the Content for any illegal purpose or in any manner inconsistent with this Agreement. Any such activity or use is an "Unauthorized Use". An Unauthorized Use also includes, but is not limited to, performing, or carrying out, any of the prohibited acts set out in this Section. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the Content, nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy the Website or the Content without the Service Provider's prior written permission. You may not copy, modify, reproduce, download, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or the Content, except to the extent permitted in this Agreement. You may not upload to the Website any data, material, code, virus, or any other digital information that is intended to, or has the effect of, rendering all or parts of the Website or the Content ineffective, unavailable, or unusable, or which uses, or attempts to use, the Website for any purpose not intended by the Service Provider. You may not use or otherwise export or re-export the Website or any portion thereof, or the Content or any software available on or through the Website, in violation of the export control laws and regulations of the United States of America or any other country in which you may be using the Website. You will not alter or remove any trademark, copyright or other notice from any copies of the Content. You may not sublicense, assign, sell or transfer this license. Any Unauthorized Use of the Website, Service or Content is prohibited. Your violation of any of the foregoing provisions constitutes Unauthorized Use, and may result in civil or criminal liability._

7. **_Rights to Submitted Content._** _Any content that you submit to the Website immediately becomes the property of the Receiving Entity, whether it is accepted or not, and you may not restrict its use by Receiving Entity in any way._

8. **_User Conduct._** _You are solely responsible for your information. In connection with the Services and Content, you will not: (a) post, submit or otherwise do anything with the Service, Content, or Website that is unlawful, harmful, tortious, defamatory, profane, obscene, libelous, hateful or offensive to the average user; (b) violate or infringe upon the proprietary or other rights of any individual or third party; (c) violate any applicable rules or orders of the Court; or (d) use the Service for the electronic filing or serving of any documents not permitted by the Receiving Entity; or (e) defeat or attempt to defeat the security of the system or in any way access information in a way that is outside of the Website's intended operation as defined within the applicable user documentation; or (f) sell or sublicense access to the Service or Website content without written permission of the Service Provider._

9. **Errors and Corrections.** *Neither the Service Provider nor the Receiving Entity represent or warrant that the Website or Service will be error-free, free of viruses or other harmful components, or that defects will be corrected. Neither the Service Provider nor the Receiving Entity represent or warrant that the Content will be correct, accurate, timely, or otherwise reliable.*

10. **DISCLAIMERS.**

A. THE WEB SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS, WITH ALL FAULTS. SERVICE PROVIDER AND THE RECEIVING ENTITY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE USER.

B. ALTHOUGH LEGALLY RELATED MATERIAL IS PART OF THE CONTENT AND MADE AVAILABLE THROUGH THE WEB SITE, NEITHER THE SERVICE PROVIDER NOR THE RECEIVING ENTITY ARE PROVIDING YOU LEGAL ADVICE, AND NEITHER IS ENTERING INTO A CONFIDENTIAL AND/OR PRIVILEGED RELATIONSHIP WITH YOU.

11. **LIMITATION OF LIABILITY.**

A. With respect to jurisdictions in which User is not required to use the Service, User agrees that the Service is a convenience service, and that User can make alternative arrangements to file any necessary documents in the event that the Service is unavailable or malfunctioning. User acknowledges that the timely filing and serving of motions, briefs, and other documents in compliance with statutes, regulations, Receiving Entity rules, and order requires the professional judgment of an attorney, and that attorneys appearing in a case are ultimately responsible for the timely filing of any such documents. While Service Provider will use reasonable efforts to electronically file and serve any documents for which transaction fees have been paid, User agrees that neither Service Provider nor any of its licensors, suppliers or contractors shall have any liability whatsoever associated with the filing, serving of, or failure to file or serve of any documents submitted via the Service except for the damages permitted by Section 11.B below.

B. NEITHER SERVICE PROVIDER, NOR ANY OF THEIR RESPECTIVE SUPPLIERS, LICENSORS OR CONTRACTORS SHALL HAVE ANY LIABILITY TO USER WITH RESPECT TO THIS AGREEMENT OR OTHERWISE, INCLUDING ANY LIABILITY FOR FINES, PENALTIES, DISPUTES OVER FEES, DEPOSITS, COMMISSIONS, CHARGES FOR GOODS OR SERVICES, THIRD PARTY COSTS OF CORRECTING, PERFORMING OR RE-PERFORMING ANY WORK OR OTHER ACTIVITY, CONTRACTUAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SERVICE PROVIDER, NOR

ANY OF THEIR RESPECTIVE SUPPLIERS, LICENSORS OR CONTRACTOR'S AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE TRANSACTION FEES PAID BY USER TO SERVICE PROVIDER, EXCLUSIVE OF COURT FEES, FOR THE RELEVANT TRANSACTIONS GIVING RISE TO SUCH CAUSE OF ACTION.

*C.   **Waiver and Release of Claims**. User is solely responsible for uploading and transmitting documents correctly and in a timely fashion, for confirming the filing charges on the receipt, and for checking and responding to notifications, email or otherwise, for rejected filings or documents. If User does not receive an email confirmation within three (3) days (or before the expiration of any filing or service deadline) documenting receipt of the filing by the Receiving Entity, it is the User's responsibility to immediately contact the Receiving Entity and the Service Provider and provide details of the document transmission, including the original filing or service receipt, which was generated at the time the filing or service was done with the Service Provider, to enable the Service Provider to determine what action should be taken, and if necessary to manually file and serve such documents before the expiration of any applicable deadline. User waives and releases any claims based upon errors, defaults, or omissions if User fails to provide notice and/or resubmit to the Receiving Entity and perform any necessary services as set forth in this paragraph.*

***12.   Unlawful Activity.** The Service Provider and the Receiving Entity reserve the right to investigate complaints or reported violations of the Agreement and to take any appropriate action including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to User profiles, e-mail addresses, usage history, IP addresses and traffic information.*

***13.   Authorized Third Parties.** The Service Provider reserves the right to allow third parties to provide any necessary services to the Service Provider and/or to Users to enable the Service Provider to provide the Service.*

***14.   Remedies for Violations.** The Service Provider and the Receiving Entity reserve the right to seek any and all remedies available at law and in equity for violations of this Agreement including, but not limited to, the right to block access from a particular Internet address to the Website.*

***15.   Governing Law and Jurisdiction.** This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, USA without giving effect to conflicts-of-law principles thereof, except that applicable Court rules and orders shall apply to the Service insofar as they prescribe the types of documents and service that can be accomplished by way of the Service, rules or conditions applicable to the use of the Service or otherwise expressly establish or limit an entity's rights or remedies regarding the Service. You agree to submit to the personal jurisdiction of the federal and state courts located in the State of Michigan with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of this Agreement.*

16. **Access Outside the United States** . *The Service Provider does not represent that the Content, Service or the Website are appropriate or available for use in countries outside the U.S. If you choose to access the Website from outside the U.S., you are responsible for compliance with foreign and local laws, if applicable.*

17. **Severability of Provisions.** *This Agreement constitutes the entire agreement with respect to access to, and use of, the Website. If any provision of this Agreement is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.*

18. **Headings.** *The section titles in the Agreement are used solely for the convenience of you and Service Provider, and they have no legal or contractual significance.*

19. **Survival of terms after Agreement Ends.** *Notwithstanding any other provisions of this Agreement, or any general legal principles to the contrary, any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.*

BOARD OF COMMISSIONERS
MACOMB COUNTY, MICHIGAN

Resolution No. 12-___
A Resolution Authorizing the Chairperson, Vice Chairperson, and Sergeant-At-
Arms to Request Information from the County Executive and Other County
Officials and Departments on Behalf of the Board of Commissioners

Whereas, the County Executive has unilaterally adopted a "Communications Protocol" requiring action by the full Board of Commissioner to request information from the Office of County Executive; and

Whereas, that unilateral action may serve to frustrate, rather than improve, communication which, by definition, involves the transmission of information; and

Whereas, the Commission believes it in the best interests of the citizens and taxpayers of the County to enhance rather than inhibit the transmission of information between the County Executive and the Commission; and

Whereas, the Commission may act to designate one or more of its members to act on its behalf for purposes of communication.

It is resolved that:

1.   The Board of Commissioners hereby authorizes any and all of the following officers to act individually on behalf of the Board of Commissioners in requesting information from the Office of County Executive, any County Department, and any County officer or employee: the Chairperson of the Board of Commissioners, the Vice-Chairperson of the Board of Commissioners and the Sergeant-at-Arms of the Board of Commissioners. Those officers may act on behalf of the Board of Commissioners without further action of the Board of Commissioners in seeking any information any of them deems it necessary or advisable to obtain for the work of the Board of Commissioners or any Commission committee.

2.   A request for information from any of those officers shall be deemed a request of the entire Board of Commissioners.

3.   This resolution shall remain in effect unless and until modified or rescinded by a subsequent resolution of the Board of Commissioners.

4.   All resolutions and parts of resolutions that are in conflict with this resolution are hereby rescinded.

_____   _____
Kathy D. Vosburg, Chair   Carmella Sabaugh
Macomb County Board of Commissioners   Macomb County Clerk