SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT made as of the ____ day of _____, _____ ("**Effective Date**").

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("**Harris**" or "**System Innovators**")

- and –

MILWAUKEE COUNTY
("**Organization**")

RECITALS

1. Harris wishes to grant the Organization a license to utilize the Software and to provide support and maintenance for the Software;

2. The Organization wishes to acquire a license to utilize the Software and to receive support and maintenance for the Software.

3. The Organization and Harris agree to enter into one (1) agreement dealing with both the license and support of the Software.

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

Article I
INTERPRETATION

Section 1.01. Definitions. Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all validly executed instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) **"Annual Receipt Volume"** means the total number of Receipts paid for by Organization for the current Annual Support Term.

(c) **"Annual Support Term"** means the annual term of maintenance and support services.

(d) **"Confidential Information"** means any non-public information of Organization or Organization Affiliate or Harris that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; or (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information; or (v) is subject to Wisconsin Public Records Law, Wis. Stat. § 19.21 *et seq*. Confidential Information of Organization or Organization Affiliate includes, without limitation, Organization Data or Organization Affiliate Data or any information related to Organization's or Organization Affiliate's operations, finance and/ or staff (full-time, part-time, seasonal, retired or contractors) that is shared by or on behalf of Organization or Organization Affiliate with Harris during the Term of this Agreement.

(e) **"Designated Computer System"** shall mean one (1) production environment, up to three (3) test environments (non-production), and up to one (1) of each of the following additional non-production environments: disaster recovery, disaster testing, archival, and backup (each of which may only be accessed for the related purposes and for only so long as the related purpose requires) owned or controlled by the Organization and/ or Organization Affiliate.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

(g) **"Discloser"** means the party providing Confidential Information to the Recipient.

(h) **"End User"** means Organization and/ or Organization Affiliate to whom Organization will provide access to the interface portion of the Software and whose use of the Software is for its own account and not for another commercial purpose.

(i) **"License"** means the license rights granted to the Organization pursuant to Section 2.01 hereof.

(j) **"Organization Affiliate"** means Milwaukee Transport Services, Inc.

(k) **"Recipient"** means the party receiving Confidential Information of the Discloser.

(l) **"Receipt(s)"** means each bill or invoice issued by Organization and/ or Organization Affiliate that has been paid by a customer of Organization and/ or Organization Affiliate and is recorded or stored in the Software during the Annual Support Term.

(m) **"Release"** means an Update and an Upgrade.

(n) **"Required Programs" and "Required Hardware"** have the meaning set out in Section 4.03.

(o) **"Site"** means solely at the production environment described in Schedule "A" and at an unlimited number of non-production environments.

(p) **"Software"** means the software products that are listed in Schedule "A" and includes any Update(s) or Upgrade(s) that have been provided to Organization pursuant to the Support and Maintenance Services. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise.

(q) **"Software Implementation Services Agreement"** means the Software Services Agreement entered into by the Organization and Infor, Inc. on _____ for the implementation of *inter alia* the Software.

(r) **"Third Party Software"** means the third party software product that is provided by Subcontractor as delineated in Schedule "C". All licenses related to Third Party Software shall be between Organization and the Third Party Software licensor even though Harris may invoice and collect the licensing fees on the Subcontractor's and Third Party Software licensor's behalf. Future Releases of the Software may require alternate third party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule "C" shall be amended in accordance with Section 2.05 to add any such third party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.

(s) **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

(t) **"Upgrade"** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X.

(u) **"User"** means any employee of Organization or any of Organization's agents who have been authorized by Organization, in advance of the agents' access to the Software, pursuant to the terms of this Agreement to have access to the Software.

Section 1.02 Currency.

Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules.

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" – Description of Software
Schedule "B" – License Fees & Payment Schedule
Schedule "C" – Third Party Software License and Third Party Software Terms
Schedule "D" – Administrative Directive on Remote Network Access
Schedule "E" – Administrative Directive on Acceptable Use
Schedule "F" – RFP Functionality Matrix
Schedule "G" – Standard Support and Maintenance Services Guidelines
Schedule "H" – Annual Support and Maintenance Fee

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

Article II
SOFTWARE LICENSES

Section 2.01 Grant of Licenses.

(a) Subject to the terms and conditions of this Agreement including without limitation the payment of the License Fees (as defined in Section 5.01), Harris hereby grants to the Organization a personal, non-exclusive, non-transferable, perpetual and limited right and license to:

(i) use the Documentation and the Software in object code format on the Designated Computer System at the Site solely for the Annual Receipt Volume solely for the purposes set out in Section 2.01(b).

(ii) copy: (A) the Software for use at the Site on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the

Designated Computer System; and (B) the Documentation, provided that Organization must reproduce any copyright or other notice marked on any part of the Software and Documentation on all authorized copies and must not alter or remove any such copyright or other notice. To the extent that any temporary files associated with the Software are created on any computer terminal used by Users to access the Designated Computer System, those temporary files are permitted but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.

(b) The Organization may: (i) use the Software solely for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) modify the Documentation solely for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section 2.01 so long as such independent contractors are bound by obligations of confidentiality at least as protective of Harris' Confidential Information, and terms and conditions at least as protective of Harris' rights in and to the Software, as the terms and conditions of this Agreement. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor which was granted access to the Software by the Organization.

The license rights granted in this Section 2.01 do not include the right to use any Third Party Software.

Section 2.02 Term.

This Agreement commences on the Effective Date and shall continue to be in force unless terminated pursuant to the terms hereof (the "**Term**").

Section 2.03 Restrictions on Use.

(a) Without limiting the generality of Section 2.01 and in addition to the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software or merge all or any part of the Software with another program (for the sake of clarity, configuration and

interface with other County software with the use of iNovah API by Organization is permitted); (iv) rent, lease, lend, distribute, transfer, assign or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement.

(b) The Organization shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its configuration and use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Organization is solely responsible (except where the configuration of the Software is done by Harris and final testing of those configurations are part of the services paid for by Organization) for ensuring that its configuration and use of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") and The Fair and Accurate Credit Transactions Act ("FACTA") requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data. Harris shall be jointly responsible for re-validating the configuration settings used with the Software during the initial implementation of the Software prior to using such Software in a production environment. During the Term of this Agreement, Harris shall regularly share with Organization the industry best practices and applicable regulatory compliance changes that may impact Organization's use of Software and configurations to the same.

Section 2.04 Ownership of Software.

(a) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

(b) Organization acknowledges and agrees that Harris is and shall remain the sole and exclusive owner of the Software, including without limitation any and all proprietary rights under (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how. Organization shall report to Harris any infringement or misappropriation of Harris' rights in the Software of which Organization becomes aware.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations (including those related to volume of generated

receipts by Organization in terms of calculating the License fee), Organization shall subject to confidentiality obligations contained in this Agreement, permit Harris to:

(i) visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software with reasonable prior notice and no more than once in any twelve (12) month period. Harris shall provide Organization with reasonable notice of any such audit;

(ii) remotely connect with the Designated Computer System (subject to terms of Schedule "D" and "E") and obtain data that either permits Harris to determine the volume of receipts generated using the Software or whether Organization is complying with the terms of the License and otherwise perform telemetry to determine Organization's compliance with the terms of this Agreement;

(iii) to obtain aggregate data for Harris's internal use or for Software and other product enhancements

Section 2.05 Third-Party Software.

(a) Harris shall distribute to Organization the Third Party Software which is described as Third Party Software in Schedule "C" and which may also be referenced as being "Purchased Software" throughout the schedules. Organization shall pay Harris for the Third Party Software in the amount of the license fees listed on Schedule "B". Harris and/or the Third Party Software manufacturer(s) has provided Organization with a copy of the end user agreement for use with the Third Party Software (attached as Schedule C).

(b) It is acknowledged by the parties hereto that the Third Party Software provided by Harris to Organization pursuant to this Agreement was developed and delivered to Harris by one or more third party software companies. As such, the Third Party Software is licensed to Organization by the applicable licensor listed in Schedule "A" and subject to the terms and conditions of the applicable license agreement for such Third Party Software (attached as Schedule C). Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software, except to the extent the Third Party Software Provider disputes Harris's right to sublicense to Organization such software to Licensee and shall indemnify Licensee due to that Third Party Software Provider's claims that the use of such software is unauthorized. Any other warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise.

(c) Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the Third Party Software licensors which may: (i) require Organization to enter into one or more separate end user license agreements with such Third Party Software licensors, and/or (ii) place restrictions on Organization's use of the Third Party Software. Concurrently with the execution of this Agreement, the Organization shall execute the end user license agreements for the Third Party Software attached hereto as Schedule "C". The Organization acknowledges that all remedies available to the Organization in relation to the Third Party Software are provided only by the Third Party Software licensor in the end user license agreement.

The parties agree that Harris shall provide the support and maintenance of such of the Third Party Software, and the fee for the same is included in the support and maintenance fee listed in Schedule H.

Section 2.06 Product Replacement.

To the extent that the System Innovators business unit of Harris develops, owns and markets a software product that has substantially the same price, features, and functionality as the Software (the "Replacement Product"), within five (5) years of the Effective Date of this Agreement, Organization may exchange its current Software, for the Replacement Product license at no additional license fee, provided that: (1) the Agreement and Order Form is then in full force and effect and Organization is not in material breach of the Agreement or Order form; (2) Organization enters into an Order Form reflecting the exchange; and (3) upon delivery of the Replacement Product, Organization's rights to use the replaced Software shall immediately terminate and Organization's rights to use the Replacement Product will commence. The transfer to the Replacement Product shall be dependent on Organization's payment of any professional service fees related to the implement of the Replacement Product. The Replacement Product shall be subject to terms and conditions of a new license agreement.

Article III
SOFTWARE SUPPORT

Section 3.01 Support Services.

Harris shall provide support services in accordance with the Standard Support and Maintenance Services – Harris Standard Guidelines, as may be modified or supplemented from time to time by Harris to long as such changes to not diminish the level of services provided by Harris to Organization as on the Effective Date, a current copy of which as of the Effective Date is attached to this Agreement as Schedule "G" (the "**Support and Maintenance Services**"). Support and Maintenance Services shall be provided primarily via telephone and electronic mail, and Harris will provide site visits at Organization's request subject to additional fees mutually agreed with Organization or when deemed necessary by Harris, in its sole discretion, to resolve an issue. The Support Services will be provided only during the hours of operation as described in Schedule G

hereto and which are in effect as of the Start Date (as defined below). To enable Harris to provide effective Support and Maintenance Services, subject to terms of Schedule "D" and Schedule "E," the Organization will establish remote access procedures as per Organization's practices.

Section 3.02 Annual Maintenance and Support Term.

Unless terminated earlier in accordance with this Agreement, the initial maintenance and support term of this Agreement shall be for the period that begins on the Start Date ending on December 31st or June 30th of that same year depending on whether Organization selected January 1st or July 1st as the Renewal Date (the "**Initial Annual Maintenance and Support Term**"). Thereafter, this Annual Maintenance and Support Term shall be effective for ongoing one year terms that Organization may opt to renew on an annual basis, by giving to Harris, not less than sixty (60) days' notice in writing prior to the beginning of any subsequent renewal term (a "**Renewal Annual Maintenance and Support Term**"). Organization shall pay the then applicable Support and Maintenance Fee (as per terms of Schedule H) in advance for each Annual Maintenance and Support Term.

Section 3.03 Support and Maintenance Fee.

In consideration for the Support and Maintenance Services, Organization shall pay the "**Support and Maintenance Fee**" as detailed in Schedule H below. The Support and Maintenance Fee will be billed annually in advance. The first billing date shall be the pro rata amount for the period beginning on the date the Software is installed (the "**Start Date**") to the "**Renewal Date**", which is defined as being either January 1 or July 1 as chosen by the Organization in the applicable order form. Thereafter, the Support and Maintenance Fee shall be paid for the period beginning on each subsequent Renewal Date and ending at 23:59 eastern time, the day preceding the Renewal Date. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but not more than 3%, for the subsequent Renewal Annual Maintenance and Support Term.

Section 3.04 Upgrades.

Conditional upon Organization paying the Support and Maintenance Fee, Harris shall supply Upgrades to Organization and also the documentation on how to perform the installation of such an Upgrade. At the request of the Organization, Harris may perform additional services outside of the scope of the Support and Maintenance Services including professional services for the installation and implementation of the Upgrade that will be subject to then mutually agreed rates.

Section 3.05 Updates.

All Updates of the Software and all those services listed in Schedule G which are included as part of the Support and Maintenance Services will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee under this Agreement.

Section 3.06 Effects of Termination of Annual Support and Maintenance.

(a) The termination or expiration of Annual Support and Maintenance shall not result in the concurrent termination of the Software License.

(b) The parties agree that at all times during the Term of this Agreement, the Organization shall have full access and ability to automatically export any and/ or all of Organization and Organization Affiliate's data in Software and Third Party Software.

(c) Upon termination of this Agreement or Annual Support and Maintenance, Harris will:

(i) Discontinue the provision of all support and maintenance services.

(ii) Immediately cease all use of Organization Data and Confidential Information and/ or any other information and shall deliver to Organization all items containing, embodying, relating to or comprising Organization Confidential Information and/ or Organization Data.

Section 3.07 Security Policies and Safeguards.

(a) Security Policies and Safeguards. Harris shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Organization Data and Personal Information in the possession or under the control of Harris or to which Harris has access, which are: (i) no less rigorous than those maintained by Harris for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) no less rigorous than as required by applicable laws. The security procedures and safeguards implemented and maintained by Harris pursuant to this Section 3.07 shall include, without limitation:

(i) User identification and access controls designed to limit access to Organization's Data to authorized users;

(ii) The use of appropriate procedures and technical controls governing data entering Harris's network from any external source;

(iii) The use of strong encryption techniques when Organization's Data is transmitted or transferred into or out of the hosted environment;

(iv) Physical security measures, including without limitation securing Organization's Data within a secure facility where only authorized personnel and agents will have physical access to Organization Data;

(v) Periodic employee training regarding the security programs referenced in this Section 3.07; and

(vi) Periodic testing of the systems and procedures outlined in this Section 3.07.

(b) Security Incident Response. In the event that Harris becomes aware that the security of any Organization Data or Personal Information has been compromised, or that such Organization Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Harris shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Organization, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such information Security Incident; (iii) provide periodic updates of any ongoing investigation to Organization; (iv) develop and implement an appropriate plan to remediate the cause of such information Security Incident to the extent such cause is within Harris 's control; and (v) cooperate with Organization's reasonable investigation or Organization's efforts to comply with any notification or other regulatory requirements applicable to such information Security Incident.

(c) Upon termination of this Agreement, for whatever reason, Harris shall stop the processing of Organization Data, unless instructed otherwise by Organization in writing, and these undertakings in Section 3.07 shall remain in force until such time as Harris no longer possesses Organization Personal Data.

Section 3.08. Service Levels.

Notwithstanding anything to the contrary in the "Standard Support and Maintenance Services Guidelines" (Schedule "G"), Harris shall provide the Support and maintenance Services as per the following terms:

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Severity Levels	Definition
Severity 1	The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored. ▪ System Down (Software Application) ▪ Program errors without workarounds ▪ Aborted postings or error messages preventing data integration and update ▪ Performance issues of severe nature impacting critical processes
Severity 2	Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no work around available. ▪ Calculation errors impacting a minority of records ▪ Report calculation issues ▪ User Security/Permission issues ▪ Workstation connectivity issues (Workstation specific)
Severity 3	Reproducible or intermittent Issues that affect the functioning of components within the application, or data inconsistencies. Workaround available. ▪ Usability issues ▪ Performance issues not impacting critical processes ▪ Report formatting issues ▪ Training questions, how to, or implementing new processes ▪ Recommendations for enhancements on system changes
Severity 4	Requests for information, assistance on application capabilities, and other requests that do not fit the criteria for Severity 1, Severity2, or Severity 3. ▪ Questions about documentation ▪ Requests for documentation or information ▪ Questions about products ▪ Aesthetic issues

1.1 Response Time

Severity Levels	Response Time	Update
Severity 1	1 - 4 Business Hours	Updates every 2 hours
Severity 2	1 - 8 Business Hours	Updates every 2 hours
Severity 3	1 - 5 Business Days	Updates every 48 hours
Severity 4	1 - 10 Business Days	Updates within 3 Business Days

- Response times are not applicable during office closure for published holidays, or natural disasters.
- Harris does not guarantee case resolution during the response time, only acknowledgement of the support request.
- In the event that Harris is unable to provide response within the above stated time, and Organization's system is not available due to Harris's omission to provide a resolution to the above mentioned Severity Levels issues raised by Organization, Harris shall apply service level credits as follows:

Response Time. If Harris does not meet the Severity 1 or 2 response time requirements set forth above, the Organization shall be entitled to a credit of $250 per day for each full business day the Organization does not get a response and one or more critical business functions is unavailable. The credit is computed based on the annual fees currently in effect.

Resolution Time. In the event of a Severity 1 issue, the Parties shall agree on a commercially reasonable Resolution Time. The Resolution Time will depend on the source of the issue and the impact on Organization's critical business functions. If Harris does not resolve the Severity 1 issue within the agreed upon Resolution Time, or provide a suitable workaround within such time, the Organization shall be entitled to a $250 credit for each full day after the Resolution Time has lapsed. Each day shall be computed 24 hours from the time Organization reported trouble issue. The Organization shall be eligible for a credit immediately following the business day, and for each 24 hour period thereafter.

Notwithstanding anything contained in this section, Organization shall not be entitled to any credits in respect of any error, failure or default in the Software to perform in accordance with the Documentation that is caused solely by and results from any of the following circumstances: (a) use of the Software in other than the manner for which it was intended; (b) any installation, integration, modification or enhancement of the Software by or on behalf of Organization that is not carried out by Harris or its authorized agent; (c) Organization providing improperly formatted data to be processed through the Software; (d) any use or combination with any software, equipment or services other than Compatible Software or which was not supplied by or on behalf of Harris or approved by Harris; (e) Organization's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes; or (f) Organization's failure to upgrade hardware to meet the demands of any Release that has been implemented by Organization and which upgrade Harris has notified Organization in writing is required for utilization of the Release.

Request for Credit. Any request for credit under this Section must be made within fifteen (15) days of performance failure following the month in which the failure occurred, and shall include date time and duration of the interruption. In instances of uncertainty or dispute as to whether an actual service interruption has occurred, Harris shall make a final determination with respect to the uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records,

which Harris shall make available to Organization, at Organization's request. Harris shall provide such data to dispute any credit requests within fifteen (15) days of Organization's submittal of such request.

Maximum Credit. Any credit issued for performance failure under the Section shall be computed and applied as a credit against any Billable Services. If the computed credit exceeds required Billable Services in any fiscal year, the credit shall be applied against the subsequent billing period of annual maintenance fees. The maximum credit is no more than thirty percent (30%) of the annual maintenance fees paid for the affected services and shall be the sole and exclusive remedy for failure to meet performance requirements, except that this paragraph shall not limit Organization's ability to seek additional damages pursuant to the provisions of this Agreement.

Holiday Schedule:

Please note that support services will be closed on designated days as outlined below. An asterisk * next to the holiday indicates that the Harris office is closed, however, client support is available.

New Year's Day	Closed
President's Day (Observed) *	Closed
Memorial Day (Observed)	Closed
4th of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day (Observed)	Closed
Day after Christmas *	Closed

Article IV
REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties.

(a) Harris represents and warrants that:

(i) It owns all rights and has Third Party Licensor permission to license the Third Party Software and provide its maintenance and support services under this Agreement to Licensee.

(ii) It owns all right, title and interest in and to the Software and/ or has obtained rights in such Software sufficient to grant the licenses granted to Organization under this Agreement.

(iii) At the time of delivery of the Software, it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of Intellectual Property Rights of third parties.

(iv) The Software as delivered by Harris to Organization does not infringe any Intellectual Property Rights of any third party.

(v) Organization's exclusive remedy, and Harris exclusive obligation, for a breach of the warranties in this Section 4.01 is set forth in Section 6.02 (Indemnity by Harris).

(vi) No critical functionality as described and provided in the Functionality Matrix, attached as Schedule "F," will become diminished in new Releases for a period of five (5) years after the Effective Date of this Agreement.

(vii) It has or will obtain appropriate agreements with its employees and others whose services it may require, sufficient to enable full compliance with all the provisions of this Agreement.

(viii) As of the Effective Date, there are no existing or threatened legal proceedings against Harris and/ or its affiliates that would have a material adverse effect upon its ability to perform its obligations under this Agreement.

(ix) It shall maintain at all times, an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Harris agrees that, at all times, the employees of Harris furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

(x) No 'back door' password or other method of remote access into the software codes of Software exists.

(xi) All Software that Harris licenses to the Organization and used by the Organization after the calendar year 2000, includes or shall include, at no added cost to Organization, year 2000 compatibility design and performance so Organization shall not experience Software abnormality and/or generation of incorrect results from the Software, due to date oriented processing, in the operation of the business of the Organization.

The Software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Organization system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

Organization may continue the warranty protection described above by purchasing and paying for on-going maintenance and support services. By doing so, all warranties included herein shall remain in effect, in perpetuity, as long as payments for annual maintenance and support fees are kept current.

Section 4.02 Limited Software Warranty and Remedy For Breach.

(a) Harris warrants to the Organization that: for a period equal to ninety (90) days following the Go-Live (as that term is defined in the Software Implementation Services Agreement) date, the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this Agreement, and where the Organization has used the Required Programs and the Required Hardware and properly configured the Software. Harris sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach of warranty.

(b) If Harris is unable to repair or replace such Software within a reasonable period of time, then, subject to the limitations set forth in Article 6 of this Agreement, Organization may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 4.02 are exclusive and in lieu of all other remedies, and represent Harris sole obligations, for a breach of the foregoing warranty. Organization must provide notice to Harris of any warranty claim within the warranty period.

(c) Malicious Code. Harris represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Software that does not contain any “time bombs,” “worms,” “viruses,” “Trojan horses,” “protect codes,” “data destruct keys,” or other programming devices that

are intended to access, modify, delete, damage, deactivate or disable the Software ("Malicious Code"). As Organization's sole remedy for breach of this representation, Harris shall take action immediately to investigate, identify and remove such Malicious Code from the Software.

(d) Disclaimer of Warranties. The warranties in this Section 4.02 are made to Organization and Organization Affiliate exclusively and are in lieu of all other warranties. HARRIS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE LICENSE AND SUPPORT AND MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. HARRIS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. HARRIS EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT AND MAINTENANCE SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET ORGANIZATION'S REQUIREMENTS.

(e) Abrogation of Limited Warranty. Harris will have no obligation under this Article 4 to the extent that any alleged breach of warranty is caused by any modification of the Software not performed by or on behalf of Harris as part of Support or by or Infor, Inc. under the Software Implementation Services Agreement.

(f) **HIGH RISK ACTIVITIES. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, HARRIS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. ORGANIZATION AGREES THAT HARRIS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE IN SUCH APPLICATIONS.**

Section 4.03 Required Programs and Hardware.

(a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.

(b) The Organization acknowledges that the use of the Software requires the that the Organization have at minimum the hardware as may be referenced by Harris programs (the "**Required Hardware**") as detailed in the attached Schedule "A". Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement; Upgrades about which Organization is provided with commercially reasonable advance notice; and the general use of the Software by Organization. If Harris determines that Organization's hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification. In no event shall Harris be responsible for such hardware maintenance, except as contracted for in writing with the Organization.

Article V
FEES AND PAYMENTS

Section 5.01 Fees and Payments.

(a) The Organization agrees to pay Harris the total license fees detailed in Schedule "B" (the "**License Fees**") in accordance with the payment schedule set out in Schedule "B". The License Fees and any other fees set out in this Agreement are exclusive of taxes.

(b) The License fee is based on the total number of Receipts in each calendar year (or with respect to the first year, the pro-rated amount). Where the Organization generates Receipts in any subsequent calendar year that exceeds the Annual Receipt Volume, the Organization shall inform Harris of such additional number of Receipts (or pursuant to Harris's audit rights under Section 2.04(c) , based on the number of Receipts determined by Harris) and thereafter Harris shall invoice for the then current year (and any applicable previous year) the additional License fee applicable to such additional Receipts.

(c) Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable License Fee (or part thereof). This shall be subject to Harris' proper and accurate invoice as per terms of this Agreement. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law, whichever is lower.

(d) All payments (i) shall be made by bank check or Organization's check or wire transfer of immediately available funds and (ii) shall be due and payable to Harris (or Harris' assignee) in U.S. Dollars, at Harris' address as stated above, or such

other places as Harris may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever and are non-refundable except as expressly stated in this Agreement.

(e) All invoices submitted by Harris shall set forth the following information: (i) the Effective Date of this Agreement; (ii) Organization's purchase order number, if applicable, and (iii) the amount being billed.

All invoices shall be sent by email and postal mail to both of the following addresses:

Milwaukee County DAS-IMSD
Attn: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

With a copy to:

Milwaukee County DAS-IMSD
Attn: IMSD Invoices
633 W. Wisconsin Avenue, STE 1100
Milwaukee, WI 53203
IMSDinvoices@milwaukeecountywi.gov

If Organization has a dispute with an invoice, Organization shall notify Harris of any disputed fees within ten (10) business days of the invoice receipt date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoice. Such designated representatives should resolve the dispute within five (5) business days after the initial request, and if not resolved within five (5) business days either party may request that this is re-evaluated by Harris management and management of Organization. Harris and Organization management shall meet either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the request to ensure that the invoice is paid promptly.

Organization is exempt from state and local taxes. Any invoices submitted by Harris should be without such taxes. However, Harris shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of services or delivery of software hereunder, or which arise as a result of fees paid hereunder. Organization will provide Harris with a valid tax exemption certificate.

The making of any payment by Organization, or the receipt thereof by Harris, shall not imply waiver of any representations or warranties or requirements of this Agreement.

Section 5.02 Additional License Fee or Support and Maintenance Fee.

(a) Despite the information provided in Schedule "B" to this Agreement, whenever Harris has the right to invoice Organization for additional License Fees based on the total number of Receipts, the new License Fee will be as mutually agreed by the parties.

(b) The parties shall discuss and mutually agree on the decrease in the Support and Maintenance Fee or License Fee if Organization's need for the volume of the total number of Receipts in a following annual term decreases. However, prior to making such decrease request, Organization shall submit to Harris supporting documents demonstrating any underutilization of the licenses purchased from Harris.

Article VI
INSURANCE, INDEMNITY AND LIABILITY

Section 6.01 Insurance.

Harris shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Harris activities, by whomever performed, in such coverage amounts as Licensee's County's Risk Manager prior to services commenced under this Agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this Agreement, unless otherwise specified by the Licensee, in the minimum amounts specified below.

It is understood and agreed that Harris shall obtain information on the technology liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the Licensee.

Emphasys shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	**Minimum Limits**
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	$100,000/$500,000/$100,000
General Liability	
General Aggregate $1,000,000	Per Occurrence
Bodily Injury & Property Damage	$2,000,000 Aggregate
Personal Injury	$1,000,000 Per Person
Contractual Liability	$1,000,000 Per Occurrence
Fire Legal Liability	$50,000 Per Occurrence

Umbrella Liability	$10,000,000 Aggregate
Technology Liability	
Errors & Omissions Aggregate	$5,000,000 Per Occurrence / $5,000,000 Per
Automobile Liability	
Bodily Injury & Property Damage	$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Licensee, as its interests may appear, shall be named as an additional insured for general, automobile, and umbrella liability as respects the services provided in this Agreement. A waiver of subrogation shall be afforded to Licensee on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County. Disclosure must be made of any nonstandard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

The insurance specified above shall be placed with a carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Licensee's Risk Manager as a condition of this Agreement.

A Certificate of Insurance shall be submitted for review to the Licensee for each successive period of coverage for the term of this Agreement.

Section 6.02 Indemnification.

(a) General Indemnity. The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its agents, officers and employees, from and against all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest penalties, fines, expert fees and reasonable attorneys' fees) caused by any willful misconduct, intentional misrepresentation or fraud, or grossly negligent act or omission of the indemnifying party which may arise out of or are connected with the activities covered by this Agreement. The County's liability shall be limited by Wis. Stat. Section 893.80 for general liability.

The foregoing obligations are conditioned upon:

(i) Prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure;

(ii) Complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and

(iii) Reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

(b) Intellectual Property Rights Indemnity. Harris will defend, indemnify and hold Organization harmless from and against any loss, cost and expense that Organization incurs because of a third party claim that the Software infringe any Intellectual Property Rights of others. Harris obligations under this indemnification are expressly conditioned on the following: (i) Organization must promptly notify Harris of any such claim; (ii) Organization must in writing grant Harris sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Organization chooses to represent its own interests in any such action, Organization may do so at its own expense, but such representation must not prejudice Harris right to control the defense of the claim and negotiate its settlement or compromise); (iii) Organization must cooperate with Harris to facilitate the settlement or defense of the claim. Harris will not have any liability hereunder to the extent the claim arises from any modification of the Software, except for configurations. If any Licensed Product is, or in Harris opinion is likely to become, the subject of a Intellectual Property Rights infringement claim, then Harris, at its sole option and expense, will either: (A) obtain for Organization the right to continue using the Licensed Product under the terms of this Agreement; or (B) replace the Licensed Product with products that are substantially equivalent in function, or modify the Licensed Product so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Organization the un-used portion of the Support and Maintenance fee, if any, paid to Harris for the Licensed Product giving rise to the infringement claim, and discontinue Organization's use of such Licensed Product. **THE FOREGOING SETS FORTH HARRIS'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

Section 6.03 Limitation of Liability.

(a) LIMITED LIABILITY OF HARRIS. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 6.02 (A) AND 6.02 (B) OF THIS AGREEMENT, THE TOTAL LIABILITY OF HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, IN CONNECTION WITH OR RELATED TO THE SOFTWARE OR THE IMPLEMENTATION SERVICES (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED ONE AND A HALF (1.5) TIMES THE FEES PAID TO HARRIS HEREUNDER. ANY

LIABILITY WITH REGARDS TO THE ANNUAL MAINTENANCE AND SUPPORT SERVICES WILL BE LIMITED TO ONE (1) TIMES THE SUPPORT FEES PAID TO HARRIS IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. ANY CREDIT ISSUED UNDER THIS AGREEMENT SHALL BE CONSIDERED DIRECT DAMAGES UNDER THIS SECTION.

(b) EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL HARRIS , ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, AGGRAVATED, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF PROCURING SUBSTITUTE GOODS AND SERVICES FROM ANOTHER VENDOR, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, AND LOSS OF REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VII
ORGANIZATION DATA, CONFIDENTIALITY AND PUBLIC RECORDS LAW

Section 7.01 Organization Personal Data, Organization Resources.

(a) Organization, in its sole discretion, may permit Harris to have on-line access to Organization-designated networks and computer systems of Organization ("Organization Resources") in order to facilitate Harris's ability to perform its obligations to Organization under this Agreement. The term "Organization Resources" also includes all information obtained, stored, or accessible on such networks and systems. If such access is granted, Harris will promptly give Organization in writing the names of Harris's employees who have a legitimate business need for such access to Organization Resources ("Authorized Personnel"), and Organization will provide a separate user identification and authentication code for each person ("Password"). Only Authorized Personnel may access and use Organization Resources. Authorized Personnel will access and use Organization Resources solely for the purpose of fulfilling Harris's obligations to Organization under this Agreement ("Permitted Use"). Passwords and Organization Resources are provided on an "AS-IS" basis and constitute Organization's Confidential Information. Harris is responsible for all costs and expenses it incurs in accessing Organization Resources, including the cost of any hardware, telecommunications services, network connections, and software not furnished by Organization. Organization, in its sole discretion, may terminate with or without cause Harris's and/or any Authorized Personnel's access to

Organization Resources at any time. Harris agrees that Harris (including the Authorized Personnel) have no expectation of privacy when using or accessing Organization Resources, and that Organization may access, review, copy or delete any messages and files for any purpose and disclose them to any party that Organization deems appropriate. Harris, including Authorized Personnel, will: (i) comply with all instructions Organization provides concerning access to Organization Resources; (ii) not access or attempt to access those Organization Resources that Organization has not authorized in writing Harris to access; (iii) not modify, copy, store, transfer, install, delete or obtain programs or data from Organization Resources, unless Organization has expressly authorized Harris to do so in advance and in writing; (iv) not cause Organization to incur fees or service charges; and (v) not change the configuration or topology of Organization Resources. Harris will immediately notify Organization verbally and in writing should Harris become aware of any prohibited use or unauthorized access involving Organization Resources. Harris, including Authorized Personnel, will immediately cease accessing all Organization Resources upon the earliest to occur: (a) when no longer required to perform work under this Agreement; (b) when notified by Organization; or (c) when this Agreement terminates or expires. Harris will promptly notify Organization if it becomes aware of any unauthorized access to or use of Organization Resources, and will instruct Authorized Personnel to do the same. Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a party if they contain an agreed upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a party when accessible by the recipient on the computer system.

(b) Harris will immediately notify Organization verbally and in writing should Harris become aware of any prohibited use or unauthorized access involving Organization Resources. Harris, including Authorized Personnel, will immediately cease accessing all Organization Resources upon the earliest to occur: (a) when no longer required to perform work under this Agreement; (b) when notified by Organization; or (c) when this Agreement terminates or expires. Harris will promptly notify Organization if it becomes aware of any unauthorized access to or use of Organization Resources, and will instruct Authorized Personnel to do the same.

(c) The parties agree that at all times during the Term of this Agreement, the Organization shall have full access and ability to automatically export any and/ or all of Organization and Organization Affiliate's data in Harris Software.

Section 7.02 <u>Confidentiality</u>.

Except as otherwise permitted under this Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its

own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for perpetuity.

Section 7.03 Public Records Law.

Both parties understand that Organization is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Harris hereby agrees that it shall be obligated to assist Organization in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made. Except as otherwise authorized by Organization in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement. In the event that Organization receives a request to disclose any Harris information defined as "Confidential Information" or labeled as such by Harris, Organization will promptly provide Harris notice of the open records request to enable Harris to resist any required disclosure and/or to obtain suitable protection regarding such required disclosure by Organization. In the event the designation of "Confidential Information" of such Harris information is challenged by the requestor and Harris resists disclosure by Organization, Harris hereby agrees to provide legal counsel or other necessary assistance to Organization to defend the designation of confidentiality and agrees to indemnify and hold Organization harmless for any costs or damages arising out of Organization's agreement to withhold such Harris information from disclosure.

Article VIII
TERMINATION

Section 8.01 Termination.

(a) Termination for Breach. If either Party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the other Party shall there upon have the right to terminate this Agreement, by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. The Parties agree that this Agreement shall not be terminated if, upon receipt of the notice, the breaching Party promptly cures the alleged violation prior to the end of the thirty (30) day period. Notice to Harris of an alleged breach of a warranty will not constitute a notice of termination of this Agreement. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

(b) Termination due to Insolvency. Organization may terminate this Agreement and/ or any Order Forms hereunder, if at any time a voluntary petition in bankruptcy is filed against Harris and is not dismissed within thirty (30) days, or if Harris takes advantage of any insolvency law, or if a receiver or trustee of Harris or its controlling affiliate is appointed and such appointment is not vacated within thirty (30) days. In such an event, Organization shall have the right, in addition to any

other rights of whatsoever nature that it may have at law or in equity, to terminate this Agreement by giving thirty (30) days written notice of such termination.

(c) Termination for Insufficient Funds. This Agreement and/ or any Annual Maintenance and Support Term hereunder, shall terminate at such time, if any, that the Organization fails to appropriate sufficient sums in the budget year for which the Agreement and/ or Annual Maintenance and Support Term applies to pay the amount due. Organization will immediately notify Harris when it becomes aware that funding may not be appropriated. Organization will use its best efforts to provide Harris with at least 30 days written notice prior to terminating the Agreement and/ or Annual Maintenance and Support Term for lack of sufficient funds. The Organization's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Harris as final. In such an event, Harris shall immediately reduce and/ or discontinue its activities hereunder as requested by Organization. The parties agree that Harris will not charge Organization with any termination fee or penalty for such early termination. This provision shall not be construed to allow an excuse from payment for any fees due and not yet paid. The parties recognize that the continuation of any contract is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget.

(d) Survival of Rights and Obligations. All rights relating to use of Software and obligations relating to non-use and non-disclosure of Confidential Information, Organization Data, payment, limitation of liability, indemnity and such other terms which by their nature survive termination, will survive termination of this Agreement.

Section 8.02 Effects of Termination.

Termination of this Agreement, shall not affect Organization or Organization's Affiliate's right to use the Software for which Organization Fees has already been paid under this Agreement. Termination of the Annual Maintenance and Support Plan shall not result in termination of this Agreement unless otherwise specified. Termination of this Agreement shall not relieve Organization of its obligation to pay for any fees due for the period till the effective date of termination.

Article IX
GENERAL

Section 9.01 Notices.

(a) All notices related to this Agreement shall be in writing and shall be deemed delivered when:

(i) Actually received, or

(ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or

(iii) If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address(es) set out in Section 9.01 (b) of this Agreement, or such other address as the party may have designated by notice or Agreement amendment to the other party.

(b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses for any notices under this Agreement are as follows:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149
With a copy to:
legal@harriscomputer.com

and in the case of the Organization, to:

Milwaukee County
Attention: Paul Kuglitsch
Deputy Corporation Counsel
Room 303
901 N 9th St, Milwaukee, WI 53233

Milwaukee Transit Services, Inc.
Attention: James Martin
Deputy Director, MCDOT
10320 W. Watertown Plank Rd., 2nd Floor
Wauwatosa, WI 53226

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 9.01.

Section 9.02 Assignment.

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Harris may assign or transfer this Agreement in the event of a merger, consolidation,

stock transfer or sale of all or substantially all of its assets, provided however that any such assignee (i) is not debarred from doing business in the State of Wisconsin. Any attempt to assign or transfer this Agreement in contravention of this Section 9.02 is void.

Section 9.03 Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party, which in the case of the Organizations shall at a minimum be the Milwaukee County Executive, Comptroller and Corporation Counsel. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted.

Section 9.04 Section Headings.

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 9.05 Governing Law.

(a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without application of any conflict of laws provisions thereof. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement. All legal actions hereunder shall be brought in the State of Wisconsin, and the exclusive forum and venue for such disputes shall be Milwaukee County Circuit Court located in Milwaukee, Wisconsin.

(b) Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over Organization enter a valid and enforceable order upon Organization which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive Organization of a material part of its Agreement with Harris. In the event this order results in depriving Organization of material parts or raising their costs beyond that defined in this Agreement, Organization shall have the right to rescind all or part of this Agreement (if such a rescission is

practical) or to end the Agreement term upon thirty (30) days written prior notice to Harris. Should the Agreement be terminated under such circumstances, such termination shall be considered a termination for convenience.

(c) Compliance. Both parties will comply with all laws, rules and regulations applicable to their rights and obligations under this Agreement.

Section 9.06 Non-Performance Escalation Procedures.

Promptly upon receipt of a written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning the licensed software and/ or maintenance and support services and/ or Harris invoices or other matters related to this Agreement. If the designated representatives are not able to resolve the dispute within a reasonable time, then either Party may request that an officer of Harris and an officer of Organization meet promptly in person or by telephone to review and attempt to resolve the dispute in good faith.

Section 9.07 Arbitration.

In the event that the Parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the Milwaukee County Circuit Court, unless both Parties agree to binding arbitration, which shall take place in Milwaukee, WI. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both Parties agree to submit disputes to a single arbitrator acceptable to both Parties. The arbitrator will be selected from a list compiled by the Parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least fifteen years specializing in the field of general commercial litigation and is knowledgeable about software licensing contracts. The arbitrator shall base its award on applicable law and judicial precedent and unless both Parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Section 9.08 Invalidity.

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

Section 9.09 Wavier.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Section 9.10 Counterparts.

This Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 9.11 Further Assurances.

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

Section 9.12 Conflict of Interest and Non-Collusion.

(a) Conflict of Interest. Harris will not knowingly employ as a director, officer, employee, agent or subcontractor any elected or appointed office of Organization or any member of his or her immediate family.

(b) Non Collusion. Harris hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Organization, or other person or entity concerning the obtaining of this Agreement. In addition, Harris agrees that a duly authorized Harris representative will sign a non-collusion affidavit, in a form acceptable to Organization that Harris has not received from Organization any incentive or special payments, or considerations not related to the provision of the software and services described in this Agreement.

Any subcontractors or other parties performing work on behalf of Harris under this Agreement shall be bound by the same terms and conditions as Harris.

Section 9.13 Maintenance of Records and Audits.

(a) Maintenance of Records. Harris shall maintain accurate and complete documents and records relating to charges under this Agreement and documents relating to confidentiality, subcontracts and intellectual property ownership. All financial records shall be maintained in accordance with generally accepted accounting principles. All such documents and records shall be kept and

maintained by Harris and shall be made available to Organization during the term of this Agreement and for a period of three (3) years thereafter unless Organization provides Harris with written permission to dispose of any such material prior to such time. Such audit shall take place at Organization's reasonable request in writing.

(b) County's Right to Audit. Pursuant to Section 56.30(6)(e) of the Milwaukee County Code of General Ordinances, Harris, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Harris and/ or its contractors related to the performance of this Agreement, including without limitation, (i) the accuracy of Harris invoices, (ii) audits and examinations performed or required by regulatory authorities, (iii) validating compliance with this Agreement, (iv) compliance with applicable laws and regulations, and (v) compliance with Organization policies and procedures referred to this Agreement; for a period of up to three years following the date of last payment under this Agreement. Harris shall provide to Organization (or its Designated Personnel) any assistance they may reasonably require in connection with such audits and inspections.

Any contractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as Harris. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any and all County contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of this chapter

Section 9.14 Allocation of Risk.

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 9.15 Relationship.

The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

Section 9.16 U.S. Government End Users.

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to Harris or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 200, Ottawa, ON K2E 8C4.

Section 9.17 Equitable Relief.

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of Section 2.03(a) of this Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

Section 9.18 Force Majeure.

No default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will be limited to, acts of God, war, terrorist acts and official, governmental and judicial action not the fault of the Party failing or delaying in performance, or the threat of any of the foregoing. Force majeure shall not be allowed unless within ten (10) calendar days of the occurrence of force majeure, the Party whose performance is delayed thereby shall provide the other Party with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

Section 9.19 Equal Opportunity and Non-Discrimination Policy.

It is the policy of Organization that all parties who provide services to the Organization by contract, shall, as a condition of providing services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable,

prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

(a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended and rules adopted thereunder.

(b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.) as amended, and regulations promulgated thereunder.

Harris shall, as a condition of providing services, as required by law and/or the Organization's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served of an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or marital status. Where there has been a conclusive finding that Harris has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, then Harris shall be barred from providing services to Organization for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Organization's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, or rules/regulations during the course of time during which Harris is providing deliverables and/ or services to Organization shall be regarded as a material breach of this Agreement, and Organization may terminate this Agreement effective as of the date of delivery or written notification to Harris.

Any employee of Harris providing services to the Organization, or any employee of a subcontractor of Harris providing services to the Organization, or any bona fide organization representing such employees may file a written complaint with the Organization's governing body or its designated agent, if any, challenging the compliance by Harris with the terms of this policy, the Organization's governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated. Should Harris be found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, or rules/regulation, Harris shall be ineligible to provide any services to the Organization for a period of five (5) years from the date of such finding.

Section 9.20 <u>Advertisement</u>.

Harris shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Organization unless Harris receives specific written authorization in advance from the Organization's County Administrator or designee. Harris will limit and direct any of its advertising on the

Organization's premises and shall make arrangements for such advertising the Organization's County Administrator or the Executive Director. Harris shall not install any signs or other displays within or outside of the Organization's premises unless in each instance the prior written approval of the Organization's County Administrator or the Executive Director has been obtained. However, nothing in this clause shall preclude Harris from listing Organization on its routine client list for matters of reference.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____
Name:
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____
Name:
Title

MILWAUKEE COUNTY

Per: _____
Name:

Title:

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by: *Approved for execution*:

By: _____ Date: _____ By: _____ Date: _____

Risk Management Corporation Counsel

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e): *Approved:*

By: _____ Date: _____ By: _____ Date: _____

Comptroller County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____

Corporation Counsel

Schedule "A"
Description of Software
Covered Programs

Software Module Description		**Assumption**
iNovah Software Modules		
1	iNovah ERM 250,000 Receipts	Base Software Version
iNovah Integrations		
Interface Module(s)		
	Export to Lawson GL	Batch Export
	Lockbox Import	Batch Import
	API for IVR integration	iNovah API
Additional Modules		
	EMV Credit Card Integration	(credit card processor)
	Image Cash Letter (ICL)	All Banks used by Organization and Organization Affiliate at the time of implementation

Required Programs (provided by Organization)
Please see system requirements (Attached)

Required Hardware (provided by Organization)
Please see system requirements (Attached)

SYSTEM innovators

inovah

System Requirements

Version 2.60

Updated: October 6, 2017

10550 Deerwood Park Blvd., Ste. 700 | Jacksonville | FL | 32256

Phone: 800.963.5000 | Fax: 904.645.8892 | www.systeminnovators.com

iNovah System Requirements – Version 2.60
Updated: October 6, 2017

Copyright © 2017 by System Innovators, a division of N. Harris Computer Corporation

The System Innovators logo and name is a registered trademark of System Innovators, a division of N. Harris Computers. iNovah and the iNovah logo are both trademarks of System Innovators, Inc. Windows is a registered trademark of Microsoft Corporation.

This document may not be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose other than the customer's own use without written permission from System Innovators, a division of N. Harris Computers.

System Innovators, a division of N. Harris Computer Corporation
10550 Deerwood Park Blvd., Suite 700
Jacksonville, Florida 32256

Contents

Supported Microsoft Product Versions 1
Supported Operating Systems 1
Supported SQL Server Versions 1
Supported SQL Express Versions 1
Supported Browsers 1

iNovah 2 Server Requirements 2
Web Server 2
Windows Server Component Requirements 2
SQL Express Requirements 2
Hardware Requirements 2
Database Server 3
SQL Server Operating System Requirements 3
SQL Server Reporting Services 3
Anti-Virus Software 3
Hardware Requirements 4

iNovah 2 Cashier Workstation Requirements 5
Software Requirements 5
Hardware Requirements 5
POS Peripheral Devices 6

Prerequisites Installer Requirements 6

License and Copyright Notices 7

Supported Microsoft Product Versions

Supported Operating Systems

- Workstation:
  - Windows 10
  - Windows 8.1
  - Windows 7 Professional Service Pack 1 (32 or 64 bit)
  - Windows 7 Enterprise Service Pack 1 (32 or 64 bit)
  - Windows 7 Ultimate Service Pack 1 (32 or 64 bit)
- Server:
  - Windows Server 2016
  - Windows Server 2012 R2
  - Windows Server 2008 R2 Service Pack 1
  - Windows Server 2008 Service Pack 2

Supported SQL Server Versions

- SQL Server 2016
- SQL Server 2014
- SQL Server 2012
- SQL Server 2008 R2

Supported SQL Express Versions

- SQL Express 2014 SP 1
- SQL Express 2008 R2

Supported Browsers

- Internet Explorer 11
- Internet Explorer 9

iNovah 2 Server Requirements

Web Server

Windows Server Component Requirements

- .Net Framework 4.6
- Internet Information Services (IIS)
    - Application pool .NET CLR Version must be set to v4.0.x
    - Recommended configuration is to put each of the iNovah applications into a separate application pool. For example:
        - iNovah2WebApp
        - iNovah2Auth
        - iNovah2Extensions
        - iNovah2System
        - iNovah2WebService

SQL Express Requirements

- One of the supported versions listed here
- Required on both the server and on the cashier workstations

Hardware Requirements

Component	Recommended
Processor and CPU (Core)	AMD or Intel, 4 Core Processor, 3.2GHz 8MB Cache
Memory	8 GB
Storage	2x100 GB 10k SAS
RAID	RAID 1

Database Server

SQL Server Operating System Requirements

- SQL Server 2016: https://msdn.microsoft.com/en-us/library/ms143506(v=sql.130).aspx
- SQL Server 2014: https://msdn.microsoft.com/en-us/library/ms143506(v=sql.120).aspx
- SQL Server 2012: http://msdn.microsoft.com/en-us/library/ms143506(v=sql.110).aspx
- SQL Server 2008 R2: http://msdn.microsoft.com/en-us/library/ms143506(v=sql.105).aspx

SQL Server Reporting Services

- Corresponds to the version and edition of SQL Server installed.

Anti-Virus Software

Courtesy of http://www.sql-server-performance.com/

We recommend removing any anti-virus checking software from your production SQL Servers. Not only will doing this boost performance by eliminating one more source of server overhead, it will eliminate one potential source for operating system blue screens.

Generally, if you take the following steps on your SQL Server, then viruses should not be a problem:

- Keep SQL Servers behind your firewall.
- Don't run a web server on the same server as SQL Server.
- Don't have any shared folders on the server.
- Don't run a mail client on the server.
- Don't browse the web from the server.
- Don't read or execute files from other servers.
- Don't use SQLMail.
- Be sure the SA account has a password.
- Add all of the latest SP and security patches.

If you have to run virus software on your SQL Server, seriously consider the following:

- Don't load the anti-virus software directly on the SQL Server. Instead, install it on another computer, and then schedule the SQL Server to be virus checked remotely.
- Exclude database (.mdf) and log files (.ldf) from being scanned.

The above two tips will help to minimize the performance hit somewhat, if you have to run anti-virus software. [6.5, 7.0, 2000] *Updated 4-4-2005*

Hardware Requirements

Component	Recommended
Processor and CPU (Core)	AMD or Intel, 6 Core Processor, 2.4GHz 10MB Cache
Memory	24 GB
Storage	2x100 GB 15k SAS
RAID	RAID 1

iNovah 2 Cashier Workstation Requirements

Software Requirements

- .NET Framework 4.6
- SQL Server Express
  - One of the supported versions listed here
- Internet Explorer
  - One of the supported versions listed here
- Hardware and OLE for Retail POS (OPOS) drivers
  - Specific to the hardware and supplied by the manufacturer

Hardware Requirements

The following table identifies the minimal configuration necessary to operate the iNovah Cashier Module.

Component	Recommended
Processor	Intel i5 or AMD Equivalent Processor, 3.6Ghz 6MB
Memory	4 GB
Storage	40GB Ultra ATA/100 7200RPM Hard Drive
Peripheral	Monitor, keyboard and mouse

POS Peripheral Devices

	Make/Model	Comments
Printers	TPG A776	Receipt/Slip Printer – USB
OCR Readers	ScanCorp 5000 Series	OCR Reader (w/ optional built-in Mag-Stripe Reader)
Barcode Readers	Honeywell 1300G	
	HHP 3800G	
MICR Readers	TPG A776 Built In	
Cash Drawer	APG Cash Drawers	
Pin Pads	Dependent on EMV Certification Specifications	
Imagers	Canon CR-120	MICR Reader/OCR Reader
	Canon CR-150	
	Canon CR-50[1]	
	Canon CR-80[2]	

Prerequisites Installer Requirements

iNovah ships with a prerequisites installer that can be used to install SQL Express on the server and cashier workstations.

- Requires Windows Installer 4.5
    1. Required for SQL Express installation
    2. The installer stops the Windows Installer windows service in order to prevent the need to reboot the machine to install files that are in use.
    3. One of three different installers is run, depending on the O/S of the local machine.
- If the installer detects an older version of SQL Express is installed on the machine, it will perform an upgrade installation of SQL Express. Otherwise, it installs a new instance of SQL Express.

[1] Canon has stopped making this model. It has been replaced by the CR-120.
[2] Canon has stopped making this model. It has been replaced by the CR-150.

License and Copyright Notices

LibTiff.Net

Copyright (c) 2008-2011, Bit Miracle

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the Bit Miracle nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL BIT MIRACLE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software is based in part on the

The Independent JPEG Group's JPEG software

http://www.ijg.org/

Copyright (C) 1991-1998, Thomas G. Lane.

This software is based in part on the

LibTIFF - TIFF Library and Utilities

http://www.remotesensing.org/libtiff/

Copyright (c) 1988-1997 Sam Leffler

Copyright (c) 1991-1997 Silicon Graphics, Inc.

Portions Copyright (C) 2006, ComponentAce

http://www.componentace.com

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of ComponentAce nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Schedule "B"
License Fees and Payment Schedule

iNovah Software License and Modules		
	iNovah Enterprise License	
	Up to 250,000 Annual Receipts, Unlimited Users, Unlimited Workstations	$107,500.00
	Interface Module(s)	
	Export to Lawson GL	$15,000.00
	Lockbox Import	$15,000.00
	iNovah API for IVR integration	No charge
	Image Cash Letter with UCD187	$30,000.00
	Credit Card Processor Integration	$30,000.00
	TOTAL LICENSE COSTS	**$177,750.00**

Optional Hardware Fees

Hardware Description	**Fee**
Cognitive/TPG A776 USB/Serial Receipt/Slip/ Printer(4) Black no MICR	**$560.00**
Canon CR-120 Imager with OCR and Barcode	**$895.00**
APG Cash Drawer with till and locking cover(6)	**$232.00**
APG Cash Drawer Interface Cable	**$10.00**
Freight F.O.B. Delivery Point	**N/C**

Payment Schedule

Milestone Description	**Value**	
Final Contract Executed	$88,875.00	50% of Total Licenses Fees
Installation of Base iNovah product in test environment	$88,875.00	50% of Total Licenses Fees
Total	**$177,750.00**	

Schedule "C"
Third Party Software Licenses and Third Party Software Terms

Tender-Retail for EMV Direct Credit Card Processing Interface

END USER LICENSE AGREEMENT

FOR TRADITIONAL LICENSING:

IMPORTANT - DO NOT INSTALL OR USE THE SOFTWARE THAT ACCOMPANIES THIS LICENSE UNTIL YOU HAVE READ AND ACCEPTED ALL OF THE LICENSE TERMS BELOW.

PERMISSION TO INSTALL AND USE THE SOFTWARE IS CONDITIONAL UPON YOU AGREEING TO THESE LICENSE TERMS. INSTALLATION OR USE OF THE SOFTWARE BY YOU WILL BE DEEMED TO BE ACCEPTANCE OF THESE LICENSE TERMS. ACCEPTANCE WILL BIND YOU TO THESE LICENSE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH TENDER RETAIL. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCLUDE THE LICENSE AND WARRANTY, PRESS THE "NO" BUTTON TO EXIT THIS INSTALLATION PROCEDURE AND RETURN THE MEDIA/DISKS AND ALL OF THE ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO THE PLACE YOU OBTAINED THEM WITHIN 30 DAYS FOR A FULL REFUND OR, IF YOU DOWNLOADED THE SOFTWARE VIA THE INTERNET OR OTHER SOURCE, PROMPTLY DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO YOUR COMPUTER. OTHER SYSTEM FILES, SUCH AS DYNAMIC LINK LIBRARY (.DLLS) FILES, MAY BE INSTALLED OR UPDATED AND WINDOWS REGISTRY ENTRIES WILL BE MADE. UNINSTALLING THE SOFTWARE WILL NOT REMOVE ALL OF THE INSTALLED FILES OR REGISTRY ENTRIES. AS WITH ALL INSTALLATIONS, IT IS RECOMMENDED THAT YOU BACK UP YOUR HARD DRIVE BEFORE YOU INSTALL THIS SOFTWARE.

GRANT OF LICENSE FOR AUTHORIZED USERS

Subject to the terms and conditions of this Software End User License Agreement (the "**EULA**") and the payment of all applicable license fees, TENDER RETAIL, a division of ACCEO SOLUTIONS INC. ("**Tender Retail**") grants to you (the "**End User**") a limited, non-exclusive and non-transferable license to install and use, for internal purposes only, the software programs with which this license is distributed (the "**Software**"), including any printed documentation or documentation files published by Tender Retail and accompanying the Software (the "**Documentation**"), on a single server (if the Software is server based) which may be accessed only by the number of users licensed by Tender Retail, or a single personal computer (if the Software is PC based) (the "**License**").

The End User may also store or install one backup copy of the Software for archival purposes. One License for the Software may not be shared for use on different computers or servers. If a serial number, password, license key or other security device is provided to the End User for use with the Software, the End User may not share or transfer such security device with or to any other user of the Software or any other third party. Any other use of the Software by any third party, except as provided in this EULA, is strictly forbidden and is a breach of this EULA.

Any maintenance of the Software (i.e. technical support and updates), will be provided in accordance with a separate Support and Maintenance Agreement entered into between the End User and either Tender Retail or any of Tender Retail's authorized agents.

Tender Retail may, at any time during the End User's normal business hours and upon reasonable advance notice, conduct an audit at the End User's premises to ascertain whether the End User's use of the Software is in compliance with the provisions of this EULA. The End User shall reasonably assist Tender Retail in the conduct of such audit and shall grant Tender Retail reasonable access to the End User's premises and computer equipment for that purpose. In the event that such audit reveals any use of the Software by the End User other than in material compliance with this EULA and/or any other agreement between Tender Retail and the End User, the End User shall reimburse Tender Retail for all reasonable costs and expenses related to such audit in addition to any additional license fees and support and maintenance fees owed to Tender Retail as a result of such non-compliance.

OWNERSHIP

The End User has no ownership rights in the Software. The Software, Documentation and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Tender Retail and its affiliates, and the End User has no right, title or interest in or to the Software, Documentation or the intellectual property associated therewith, except as expressly set forth in this Agreement. This EULA does not grant the End User any rights in the trademarks or service marks of Tender Retail, all of which remain the exclusive property of Tender Retail and its affiliates. The End User may not alter or remove trademarks, service marks or other markings from the Software, Documentation or their associated packaging. Upon Tender Retail's request, the End User agrees, at Tender Retail's costs and expenses, to take such actions as Tender Retail may reasonably request to perfect Tender Retail's ownership in the Software.

COPYRIGHT STATEMENT

The Software and Documentation contain material that is protected by copyright laws and international treaty provisions. Accordingly, the End User may not make copies of the same, except that the End User may (a) make a copy of the Software as permitted above solely for backup or archival purposes, and (b) transfer the Software from digital media to hard disks provided that the Software is used only as specified in this EULA. The End User may not copy the Documentation. Also, the End User shall maintain at all times all copyright notices provided on the Software, Documentation and associated packaging and any copies thereof. The End User shall ensure that any permitted copy of the

Software is produced only for the End User's own benefit, that it is clearly marked on the copy that such copy is subject to copyright and confidentiality, and that a written list is maintained of the number of copies and place of storage. Copies of the Software constitute Tender Retail's property. All the terms and conditions of this EULA shall also apply to such copies.

OTHER RESTRICTIONS AND ASSIGNMENT

This EULA grants the End User the right to use the Software for internal purposes only. The End User may not use the Software to operate a subscription service, service bureau, Software as a Service (SaaS) model, or other similar access fee-based services for the benefit of any third party without the prior express written consent of Tender Retail. The End User must protect the Software and Documentation in a manner consistent with Tender Retail's rights expressed in this EULA. The End User may not sublicense, modify, distribute, or create derivative works based on the Software or any part thereof. The End User may not reverse engineer, decompile, disassemble, translate, or adapt the Software, nor shall the End User attempt to create the source code from the object code of the Software.

The End User acknowledges that insofar as the Software may be certified under particular industry requirements, including PA-DSS requirements, any tampering or other modification to such Software that is not authorized by Tender Retail may cancel or otherwise affects such certifications.

The End User acknowledges and agrees that the intellectual property associated with the Software and the Documentation, and any other non-public information of a technical or commercial nature concerning Tender Retail, the Software and the Documentation disclosed to the End User in connection with this EULA constitute Tender Retail's proprietary information and trade secrets, and the End User agrees to hold such information in strict confidence.

The End User shall have no right to transfer or assign the License or the End User's rights or obligations under this EULA in whole or in part, and any attempted transfer or assignment shall be null and void. The foregoing notwithstanding, upon prior written approval by Tender Retail, the End User may assign, or otherwise transfer this EULA to any affiliate. For purposes of this EULA, the term "affiliate" means any entity which controls, is controlled by, or is under common control with the End User, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity.

If a Tender Retail product is licensed to the End User as part of a third-party product, i.e. a limited "Powered by Tender Retail" license, by an OEM partner authorized by Tender Retail, then the End User's permitted use of the Tender Retail product will be restricted to the third-party product and its data structures and the End User may not use the Tender Retail product separately from the third-party product.

INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Tender Retail shall pay those costs and direct damages finally awarded against the End User in connection with any claim by a third party that the Software directly infringes any U.S. or Canadian copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secret law (or those costs and damages agreed to by Tender Retail in a written monetary settlement) and the reasonable costs of defense incurred by the End User in connection therewith, including reasonable attorneys' fees and court costs, provided that:

(a) the End User provides Tender Retail with prompt written notice of any such action or claim;

(b) the End User allows Tender Retail to assume and control the defense and settlement of any such action or claim, at Tender Retail's costs and expenses;

(c) the End User will not prejudice the defense of the action or claim nor will the End User make any admission as to liability nor compromise or agree to any settlement of any such action or claim without the prior written consent of Tender Retail; and

(d) the End User will provide Tender Retail with such assistance, documents, authority and information as Tender Retail may reasonably require in relation to the action or claim and defense or settlement thereof.

Notwithstanding the foregoing, Tender Retail shall have no liability to the End User for any claim that:

(a) arises out of any unauthorized use, reproduction, or distribution of the Software;

(b) arises out of any modification or alteration of the Software by anyone other than Tender Retail;

(c) arises out of the use of the Software in combination with any other software or equipment not approved in writing by Tender Retail; or

(d) would have been avoided by use of the then-current version of the Software or if the End User had followed Tender Retail's reasonable written instructions.

In addition, if the Software becomes, or in Tender Retail's opinion is likely to become, the subject of an infringement or misappropriation claim, Tender Retail may, at its own costs, expenses and option, elect to either:

(a) procure the right for the End User to continue using the Software in accordance with the provisions of this EULA;

(b) make such alterations, modifications or adjustments to the Software so that the infringing Software or Documentation becomes non-infringing without incurring a material diminution in performance or function;

(c) replace the Software with a non-infringing substantially similar substitute; or

(d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate this License and refund to the End User: (i) all amounts paid by the End User to Tender Retail as license fees with respect to the affected Software, less an amount equal to depreciation of such license fees calculated on a three-year straight-line basis from the date of license, and (ii) a pro rata portion of any prepaid support and maintenance fees for the then-current annual support and maintenance period.

If Tender Retail modifies or replaces the Software, the End User shall have the same rights in respect thereof as it would have had under this EULA.

THIS SECTION STATES TENDER RETAIL'S ENTIRE LIABILITY, AND THE END USER'S SOLE REMEDIES, FOR ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE SOFTWARE AND THE DOCUMENTATION.

LIMITED WARRANTY

This warranty extends only to the original End User of this License, and no third party shall have the right to make any claim or assert any right hereunder.

Tender Retail warrants that for a period of 90 days from the date of the acquisition of the License (the "**Warranty Period**"): (a) the Software will perform substantially in accordance with the Documentation; and (b) the Software is properly recorded on the media or in the files to be downloaded. Tender Retail does not warrant that the operation of the Software will be uninterrupted or error free. This warranty is void if failure of the Software has resulted from accident, abuse, or misapplication or from the End User having modified the Software or used it for a purpose or in a context other than the purpose or context for which it was designed.

If, during the Warranty Period, the Software does not perform substantially in accordance with the Documentation or is not recorded properly on the media or files to be downloaded, the End User's sole and exclusive remedy, and Tender Retail's sole obligation and liability under this warranty shall be as follows: if the End User notifies Tender Retail in writing of the non-conformity within the Warranty Period, Tender Retail shall, at Tender Retail's option, either (i) return the license fees paid (if any) with respect to the non-conforming Software; or (ii) repair or replace the non-conforming Software. If Tender Retail elects to return the license fees, the End User agrees to promptly return the Software to Tender Retail or establish to Tender Retail's satisfaction that it has destroyed/uninstalled the Software. Any replacement Software will be warranted for the remainder of the original Warranty Period or 30 days from replacement, whichever is longer. There is no warranty after expiration of the Warranty Period.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS". ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TENDER RETAIL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING TORT), INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, LOSS OF PRODUCTION OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF TENDER RETAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR TENDER RETAIL'S INDEMNIFICATION OBLIGATIONS HEREUNDER AS REGARDS INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, TENDER RETAIL'S MAXIMUM AGGREGATE LIABILITY UNDER THIS EULA (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE END USER TO TENDER RETAIL FOR THE LICENSE TO WHICH A SPECIFIC CLAIM RELATES.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS EULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TERMINATION

This EULA is effective until terminated. The End User may terminate this EULA at any time by destroying or returning to Tender Retail all copies of the Software and Documentation in the End User's possession or within its control. Tender Retail may terminate this EULA immediately at any time by written notice to the End User if the End User has breached any of the terms of this EULA. Upon notification of termination, the End User agrees to promptly destroy or return to Tender Retail all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been destroyed or returned to Tender Retail. All provisions relating to confidentiality, proprietary rights and non-disclosure shall survive the termination of this EULA.

GENERAL

The End User agrees not to export (or use) the Software or the Documentation in violation of applicable export laws, statutes or regulations. This EULA may only be modified by a written document that has been signed by both the End User and Tender Retail. If any provision of this EULA is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision. The failure by a party to exercise any right hereunder shall

not operate as a waiver of such party's right to exercise such right or any other right in the future.

This EULA constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all previous agreements, representations, warranties, statements, negotiations, understandings and undertakings, whether verbal or written, pertaining to such subject matter. The End User hereby represents and acknowledges that in entering into this EULA, it did not rely on any representations or warranties other than those expressly set forth in this EULA.

This EULA shall be governed by the laws of the State of Wisconsin and the laws of the United States applicable therein, regardless of their conflict of law provisions, and shall be construed accordingly. The courts of Milwaukee County, State of Wisconsin having jurisdiction therein, as applicable, shall have sole and exclusive jurisdiction over any claim whatsoever arising under or in relation to this Agreement or its subject matter.

Schedule “D”
Administrative Directive on Remote Network Access

[See attached]

Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Remote Network Access for Vendors

Issue Date: 05/23/2017

Approval: Chief Information Officer

Supersedes: Based on Administrative Directive on Remote Network Access 09/17/2015

Definitions:	• **County:** Milwaukee County Government • **Directive:** This Administrative Directive on Remote Network Access for Vendors • **Remote Access:** a secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network. • **Vendor:** a party in the supply chain that provides goods and services to the County; a third party or independent business partner • **User:** Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • **IMSD Service Desk:** Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
Purpose:	Directive defining the Vendor requirements for remote access to County networks and systems from outside networks, computers, and agencies, when not using Microsoft DirectAccess. Microsoft DirectAccess is a technology that is used to provide a transparent tunnel to the County network for IMSD managed computing devices, and is the County standard solution for remote access. Access to publicly available web services is not considered “remote access” for the purposes of this directive.
Requesting Remote Access:	All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources that the requestor needs remote access to. Access will be granted to these resources only, and all change requests must go through the same procedure.

	A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access: Name, email address, contact phone number, company or agency, County resources to be accessed remotely, contract expiration date (if this need is based on a support or other contract with a defined end date) Each request will be reviewed by IMSD business analysts to validate the business need, and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.
Security Requirements:	All user accounts for non-County users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk (see Definitions section) and provide the reason they are accessing the network. This will be reviewed, and if valid, the user account will be enabled for the appropriate amount of time based on the need. In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate. A virus protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product must be receiving virus definition updates at an interval no longer than every day. Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section. All remote user accounts will be configured for password expiration. Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.

	Remote Users are required to notify the IMSD Service Desk (see Definitions section) immediately when leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords. Vendors should also notify the IMSD Service Desk of any employee changes.
Web or Client Based Remote Access Tools:	Web or client based remote access tools (examples: LogMeIn, Teamviewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor-supported systems. Permission will generally be denied for general Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.
Change Management:	Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. Users are responsible for following this process when connecting to Milwaukee County systems. If a User is unfamiliar with this process, the User should work with the IMSD business analyst for the department for which they are working, prior to making any changes to systems. If the IMSD business analyst is not known, please contact the IMSD Service Desk (see Definitions section). All exceptions made to the user account disabled rule will require the remote access requestor to read, understand, and comply with on the Milwaukee County change management process.
Approved Business Need:	All exceptions to this directive, or any subsections that require an "approved business need", will be approved by the following process: 1) exception submitted to IMSD business analyst for the requesting department/division; 2) if business analyst agrees, request will then be submitted to Connectivity manager and reviewed; 3) if manager agrees, request will be submitted to CTO for final approval.
Contact:	IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888. Urgent requests or security incidents should be reported via phone call for the fastest response.

MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS FOR VENDORS

2017

VENDOR STATEMENT

_____ (Vendor name) acknowledges to be in receipt of the Milwaukee County Remote Network Access Directive for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor access or rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

_____ _____

Signature of Company representative

Printed name of Company representative

_____

Date

Schedule “E”
Administrative Directive on Acceptable Use

[See attached]

Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Acceptable Use for Vendors **Issue Date:** 05/23/17
Approval: Chief Information Officer **Supersedes:** *Based on* Acceptable Use Directive 05/01/2015

Definitions:	• **County:** Milwaukee County Government • **Directive:** This Administrative Directive on Acceptable Use for Vendors • **Information System:** Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort. o **Hardware**: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. o **Software***:* Data processing programs on or associated with Hardware, irrespective of where software resides or executes. o **Data**: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. o **Networks** – Connecting systems that allow the Information System to communicate. This includes wireless networks. o **Portable Devices** – County portable Hardware, including cellphones, tablets and laptops. • **Vendor:** a party in the supply chain that provides goods and services to the County; a third party or independent business partner • **User:** Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • **IMSD Service Desk:** Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
Purpose:	This Directive sets out acceptable uses of the County's Information System for Vendors and Vendor-specific Users.

IMSD Principles:	Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data. The Information System is owned and controlled by the County and is provided to further the efficient operation of the County's business. The Information System is not provided for inappropriate uses or for the personal convenience of Users. Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users. All Data, whether or not "personal," is subject to the County's monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items. Any Data or Software created by a User in the scope of or related to the User's engagement or work for the County becomes the property of the County upon creation and must not be copied or shared except to assist the User in the performance of his or her County work.
Accountability and Enforcement:	All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive. Failure to comply with this Directive will constitute action outside the scope of the Vendor's County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor's engagement. Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.

User Procedures and Conduct:	**1. The Information System** **a. Access** ***i.*** Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County. ***ii.*** Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User. ***iii.*** Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties. ***iv.*** Users are accountable for all work, transactions and communications under their usernames and passwords. ***v.*** Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization. ***vi.*** Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration. **b. Inappropriate Activity** ***i.*** Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law ***ii.*** Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally. ***iii.*** Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).

c. Software

i. Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.

ii. Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.

d. Data and Physical Security

i. Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.

ii. Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section).

iii. Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.

iv. Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section).

v. Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.

vi. Users who maintain "isolated" Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.

e. Portable or mobile Hardware

i. Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.

ii. The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section).

iii. Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.

iv. Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.

2. Email and Texting, Instant Messaging, Social Media and Internet

a. General

i. Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.

ii. The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on ***Incidental Personal Use.***

b. Email and Texting

i. Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.

ii. Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.

iii. Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.

iv. Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).

v. Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.

c. Instant Messaging

i. Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.

ii. Users may not send or receive file attachments via instant messaging services.

iii. Users must communicate only with known and trusted correspondents via instant messaging

iv. Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.

3. Internet and Intranet

a. Business Internet Access

i. When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.

ii. Users must not access websites, blogs, discussion forums, chat rooms or other locations that are in appropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.

iii. Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.

iv. Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.

v. Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. **Personal photographs, music and video files will be deleted from County servers when found**. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.

vi. The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.

vii. The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.

b. Social Media or Networking Sites

i. Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons

should make statements on social media sites on behalf of the County.

ii. Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.

iii. Interactions on social media or networking sites must comply with all County policies.

4. Incidental Personal Use

i. Incidental Personal Use of the Information System consists of **occasional, brief** use of the Information System (including email or Internet) for **short, routine, non-sensitive, non-confidential communications.** For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a quick check of the Internet for weather or news.

ii. Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.

iii. Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County.

5. Prohibited Uses

In addition to prohibited activity set out elsewhere, the following are also expressly **prohibited**:

i. Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.

ii. Users are prohibited from using the Information System for personal **online shopping, personal online sales, or other online transactions.** Users may use the Information System for occasional, brief access of online services such as online banking, using the User's personal email and account information.

iii. Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may not be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts

	from merchants or teams, etc., or as part of a payment such as PayPal. ***iv.*** A County email address may not be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. ***v.*** Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. ***vi.*** Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
Reporting Violations:	Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to: o attempts to circumvent established computer security systems o use or suspected use of virus, Trojan horse hacker programs or any other intrusive program o obtaining or trying to obtain another User's password o using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules o illegal conduct of any kind. Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge. Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.
Contact:	IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888

MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS

2017

VENDOR STATEMENT

_____ (Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor access or rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

_____ _____

Signature of Company representative Printed name of Company representative

_____

Date

Schedule “F”
RFP Functionality Matrix

[See attached]

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	**Daily Processing**					
2	Ability to accept multiple payment types including:	-				
3	Cash	H	Y		iNovah	
4	Checks/money orders/cashier's checks	H	Y		iNovah	
5	Credit cards	H	Y		iNovah	
6	Debit cards	H	Y		iNovah	
7	Credit memo (internal) / refund to customer	H	Y		iNovah	
8	ACH	H	Y		iNovah	
9	EFT	H	Y		iNovah	
10	Internet e-payments (Electronic Transaction Receipting, including credit cards, debit cards, EFT, and e-checks)	H	Y		iNovah	
11	Imported payment file (e.g., from lockbox)	H	Y		iNovah	
12	Other/Miscellaneous (Journal Entries, Interfaces)	H	Y		iNovah	
13	Ability to establish unique personnel identification numbers with authority to perform specific functions.	H	Y		iNovah	
14	Ability to configure and process workflows for approvals, review, and modification.	H	Y		iNovah	
15	Ability to maintain a complete audit trail for all transactions.	H	Y		iNovah	
16	**Point-of-Sale (POS) System**					
17	Ability to connect Point of sale (POS) terminals to the financial system within the departments where volume of transactions warrants the use.	H	Y		iNovah	
18	Ability to park batches and post with defined security between users who are allowed to place batches on "hold" and those that are allowed to "post" batches	H	Y		iNovah	
19	Ability to accommodate numerous P.O.S. terminals throughout the County and consolidate all P.O.S. terminal receipts at day's end.	H	Y		iNovah	
20	Ability to use extensive on-line inquiry (via the P.O.S. terminal) and printout of customer account history and current balances for all modules.	H	Y		iNovah	
21	Ability to sort POS transactions by:	-	Y			
22	Customer Name	H	Y		iNovah	
23	Customer #	H	Y		iNovah	
24	Payer Name	H	Y		iNovah	
25	Transaction #	H	Y		iNovah	
26	Division/Department	M	Y		iNovah	
27	Date (or date range)	M	Y		iNovah	
28	Time (or time range)	M	Y		iNovah	
29	Transaction/Cash Receipt Type	H	Y		iNovah	
30	Transaction Amount	M	Y		iNovah	
31	Clerk ID/Name	M	Y		iNovah	
32	Any Segment of the GL Account Number	M	N			
33	Ability to provide both cash register and cash drawer functions.	M	Y		iNovah	
34	Ability to provide multiple drawer functionality.	M	Y		iNovah	
35	Ability to accept over-the-counter payments and generate appropriate credit.	H	Y		iNovah	
36	Ability to quickly access a menu of receivable/charge code types when accepting payments over-the-counter.	H	Y		iNovah	
37	Ability to filter the list of AR and charge codes when processing a payment based on the user's location.	H	Y		iNovah	
38	Ability to restrict payment to cash only as directed by item alerts.	H	Y		iNovah	
39	Ability to calculate the amount of change due back from amount tendered.	H	Y		iNovah	
40	Ability to identify, code and process transaction fees	H	Y		iNovah	
41	Ability to void all or part of a transaction independent of batch status.	H	Y		iNovah	
42	Ability for cash receipting solution to be certified to Check 21 compliance standards.	H	Y		iNovah	
43	Ability to interface with electronic deposit software for check processing.	H	M		iNovah	
44	Integration into document management system	H	Y		iNovah	
45	Ability to customize error messages.	H	N			
46	**Payment and Receipt Processing**					
47	Ability to define batch payment creation (electronic checks, over the counter, mail, etc.).	H	Y		iNovah	
48	Ability to include the following information on external receipts for individual transactions:	-				
49	Name of entry clerk	M	Y		iNovah	
50	Customer Name with separate fields for First Name, Middle Initial and Last Names	M	Y		iNovah	
51	Payer Name	M	Y		iNovah	
52	A/R Account number	M	Y		iNovah	
53	G/L Account coding	M	Y		iNovah	
54	Description for the receipt	M	Y		iNovah	
55	Amount	M	Y		iNovah	
56	Account Balance	M	Y		iNovah	
57	Check number (if payment by check)	M	Y		iNovah	
58	Credit Card Type (Visa, MasterCard, Discover, Diner, etc.)	M	Y		iNovah	
59	Effective Date	M	Y		iNovah	
60	Customer ID	M	Y		iNovah	
61	Location ID	M	Y		iNovah	
62	Ability to process the County's internal payments (i.e., credit memos) without actually entering a payment while not affecting the deposit and updating the correct ERP module (i.e. permits, utility billing, misc. billing, etc.)	M	Y		CS PS - Accounts Receivable	
63	Option to suppress printing or select individual printing	H	Y		iNovah	
64	Ability to print user configurable comments and messages on the receipt.	M	Y		iNovah	
65	Ability to track and search system (internal) records by:	-				
66	Amount	M	Y		iNovah	
67	Bank Account	M	Y		iNovah	
68	Batch Number	M	Y		iNovah	
69	Check number (if payment by check)	M	Y		iNovah	
70	Clerk ID/Name	M	Y		iNovah	
71	Credit Card Type (i.e. Visa, MasterCard, Discover, Diner, etc.)	M	Y		iNovah	
72	Customer Name with separate fields for First Name, Middle Initial and Last Names	M	Y		iNovah	
73	Payer Name	M	Y		iNovah	

74	Customer ID	M	Y		iNovah	
75	Customer/Type	M	Y		iNovah	
76	A/R Account number	M	Y		iNovah	
77	Account Balance	M	Y		iNovah	
78	Day of Month	M	Y		iNovah	
79	Day of Week/Business Day	M	Y		iNovah	
80	Effective Date	M	Y		iNovah	
81	Department	M	Y		iNovah	
82	Entry Date	M	Y		iNovah	
83	Name of entry clerk	M	Y		iNovah	
84	GL Account Receipted	M	Y		iNovah	
85	Key Code / CR Type	M	Y		iNovah	
86	Location ID	M	Y		iNovah	
87	Receipt Number/Document Number	M	Y		iNovah	
88	Terminal	M	Y		iNovah	
89	Time of Day	M	Y		iNovah	
90	Transaction Date	M	Y		iNovah	
91	Type of Bill	M	Y		iNovah	
92	Type of Payment	M	Y		iNovah	
93	Description for the receipt	M	Y		iNovah	
94	Ability to see the full account description when processing a receipt.	M	Y		iNovah	
95	Ability to have an unlimited number of detail lines per receipt	M	Y		iNovah	
96	Ability to take receipts offline in the system when the main system is non operational (down for maintenance, etc.) and upload after the fact.	M	Y		iNovah	
97	Ability to take website payments when the main system is non operational (down for maintenance, etc.) and upload after the fact.	M	Y		iNovah, County Payment Processor	
98	Ability to specify the order in which receipts are processed against outstanding receivables with the option of overriding the order. This would include outstanding receivables across all modules.	M	Y		iNovah	
99	Ability to prepare online receipts for departments without a point of sale terminal.	M	Y		iNovah	
100	Ability to designate whether a transaction was post-marked on-time to remove potential interest that may be applied to the bill associated with that payment (e.g., use of effective dates).	M	Y		iNovah	
101	Ability to place receipts on "hold" for subsequent release by finance staff.	M	Y		iNovah	
102	Ability to release "held" receipts based on user authorization.	M	N			
103	Ability to define security between users who are allowed to place receipts on "hold" and those that are allowed to "post" receipts.	M	N			
104	Ability to assign each transaction a unique receipt number which is auto-generated by the system.	M	Y		iNovah	
105	Ability for the receipt numbering system to automatically reset itself based on the County's defined number of digits per receipt.	M	N			
106	Ability to have receipt number ranges or receipt number format “masks” to be associated to a department or user.	M	N			
107	Ability to have receipts remain fully editable until the time they are printed and posted.	M	Y		iNovah	
108	Ability to change the payment type (cash, check, credit card, etc.) without voiding a receipt with proper authorization	M	Y		iNovah	
109	Ability to have 24 hour access to the system for receipt functionality.	M	Y		iNovah	
110	Ability to use Optical Character Recognition (OCR) or laser bar code readers for scanning receipted bills.	M	Y		iNovah	
111	Ability to pay multiple bills with a single payment w/description	M	Y		iNovah	
112	Ability to print account number and transaction number on checks receipted	M	Y		iNovah	
113	Ability to print of amount receipted on checks	M	Y		iNovah	
114	Ability to accept full or partial payments and payments without prior bill. Accepts deposits, bonds, etc.	M	Y		iNovah	
115	Ability to enter comments (to be used internally) at time of receipt.	M	Y		iNovah	
116	Ability to define multiple payment types (i.e., EFT, money order) on the same transaction.	M	Y		iNovah	
117	Ability to reprint duplicate receipts.	M	Y		iNovah	
118	Ability to provide pre-coded templates for ease of input.	M	Y		iNovah	
119	Ability to lock pre-coded templates to prevent changes by other users.	M	N			
120	Ability to save pre-coded templates with a new name when changes are made.	M	N			
121	Ability for individual user to delete self-created pre-coded templates	M	N			
122	Ability to query lists of all pre-coded transaction templates	M	N			
123	Ability to automatically retrieve account information including amount owed from scanned bills. User only has to "key in" amount paid, if different from amount owed.	M	Y		iNovah	
124	Ability to prompt user at time of entry/scan that the account being receipted to has had a history of bad checks/credit card chargebacks based on user defined rules.	M	Y		iNovah	
125	Ability to perform online entry of remittance information by the department as payment is received, including account distribution.	M	Y		iNovah	
126	Ability to enter in a cash receipt that does not have pre-defined codes where the clerk will have to enter in the GL account(s) manually.	M	Y		iNovah	
127	Ability to break out sales tax payment based on cash receipt code	M	Y		iNovah	
128	Ability to select from standard reason codes when canceling any payment.	M	Y		iNovah	
129	Ability to apply payments in current year for a future year license/services/fees and automatically post to deferred revenue	M	Y		iNovah	
130	**Deposits**					
131	Ability to track and maintain any customer payments towards an account(s) / retainers where customer pre-pays (e.g., deposits, escrows, pre-pays) and as transactions occur/services provided, the balance is adjusted down.	M	Y		CS PS - Accounts Receivable	
132	Ability to perform after-the-fact adjustments to deposits w/approvals.	H	Y		CS PS - Accounts Receivable, Cash Management	
133	**Credit Card Processing**					
134	Ability to provide a credit card solution that will interface with County's (and third-party) gateway providers.	H	Y		iNovah	
135	Solution conforms to Payment Card Industry (PCI) standards and has received PA-DSS certification.	H	Y		iNovah	
136	Ability to generate credit card authorizations.	H	Y		iNovah	
137	Ability to print credit card receipts with authorization number.	H	Y		iNovah	
138	Ability to support credit card refunds.	H	Y		iNovah	
139	Ability to support separate Merchant ID for each physical location for accepting credit cards.	H	Y		iNovah	
140	**Closing, Balancing and Depositing**					
141	Ability to close registers at the end of the day to a holding area until they are later approved and posted. Summary information is posted to the G/L with drill down capabilities and the detail receipt information posted to the individual modules.	H	Y		iNovah	
142	Ability to distinguish among tender types (e.g., cash, check or credit card payment) and to provide separate totals at days end to assist in balancing the drawer.	H	Y		iNovah	
143	Ability to summarize and post daily cash receipts by validated General Ledger account.	H	Y		iNovah	
144	Ability to settle batches individually or by selection versus all open batches.	H	Y		iNovah	

145	Ability to edit on-line and correct transaction errors prior to posting with proper authorization.	H	Y		iNovah	
146	Ability to prohibit posted transactions and receipts from being edited.	H	Y		iNovah	
147	Ability to enter check list for individual receipt balancing.	H	Y		iNovah	
148	Ability to print deposit ticket with appropriate deposit tracking code.	L	Y		iNovah	
149	Ability to assign a bank bag number to each deposit slip.	L	Y		iNovah	
150	Ability to provide end-of-day check list by user detailing each check included in a deposit.	M	Y		CS PS - Accounts Receivable	
151	Ability to process NSF checks as a reversal to the original revenue posting.	H	Y		CS PS - Accounts Receivable	
152	**Interfaces and Integration**					
153	Ability to manage overpayments and store a credit balance in the appropriate account/customer record	H	Y		CS PS - Accounts Receivable	
154	Ability to establish and use validations from the G/L chart of accounts.	H	Y		iNovah	
155	System integrates with an integrated voice response (IVR) system to allow payments via phone.	H	Y		iNovah	
156	Ability to print an exception report in cash receipts for any payments that do not match the balance due in the other appropriate modules (Utility Billing, Misc. Billing, Permits, etc.) or if there are duplicate payments	H	Y		CS PS - Accounts Receivable	
157	Ability to interface with delinquent tax database	M	Y		iNovah, CS PS - Accounts Receivable	
158	Ability to interface with multiple credit card machines	M	Y		iNovah	
159	**Reporting**					
160	Ability to create a User/P.O.S. Terminal Productivity Report, showing number of transactions processed per day, by operator, by P.O.S. terminal, and by transaction type. Shows average time to process a transaction.	H	R		iNovah	
161	Ability to wildcard (*) search or report on any field captured by the system.	H	Y		CS PS - Infor Technology Foundation	
162	Ability to create and save report variants.	H	Y		iNovah	
163	Ability to report based on user defined period-to-date; summary or detail.	H	Y		iNovah	
164	Ability to export reports to Excel, Word and other common third party software.	H	Y		iNovah	

Schedule "G"

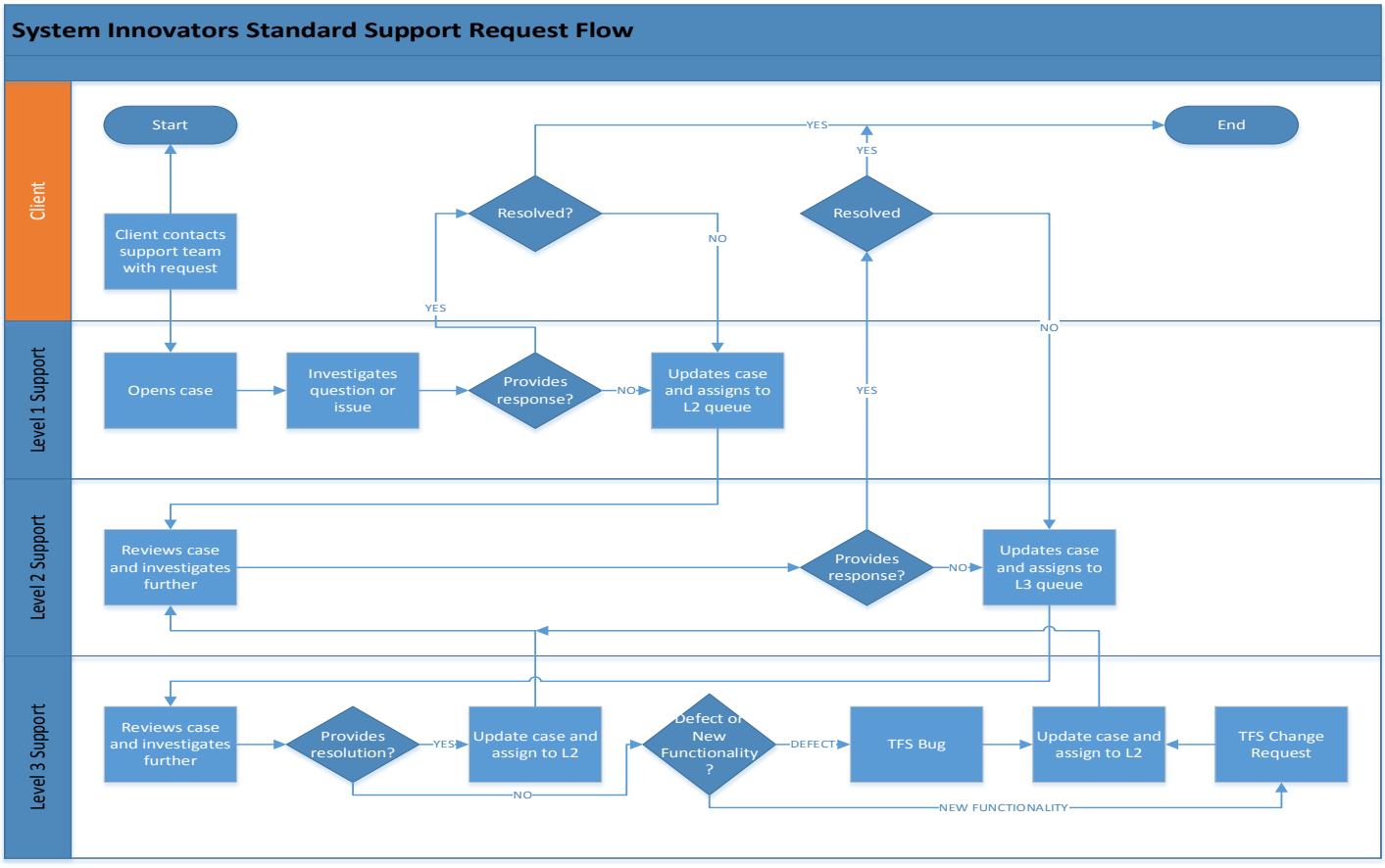
Standard Support Maintenance and Services Support Guidelines

The purpose of this Schedule G is to provide our clients with information on our standard coverage, the services which are included as part of the annual software support and maintenance services, a listing of call severities, an outline of our escalation procedures and other important details.

System Innovators reserves the right to make modifications to this document as required; provided, however, System Innovators shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

1 Description of Support Services

1.1 Support Request Flow



1.2 Support Request Process

In order to initiate the support process, the client is required to notify System Innovators Client Services of a support request by phoning support or by sending an email. In the future a Web Portal Ticketing Tool will be available. In either case the client will receive a case reference number for tracking the progress of the support request.

- All client support requests must include at a minimum: organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
- A support analyst will record the request into the support tracking system. The client will receive a case number for issue tracking.
- The request will be logged to a queue and the first available support analyst will be assigned to work the support request with the client.
- While the support analyst investigates the issue, the client will be contacted for additional information, advised of issue status, and course of action for resolution.
- Should the support request uncover a product defect, the issue will also be logged into the development tracking system. Now, along with the case number, the client will also receive a bug number. At this time, the support case will be placed in a deferred state. The case will reference the bug number. Issues escalated to development will be scheduled for resolution in a future software maintenance release. The resolution timeline is dependent on the nature and complexity of the defect.
- Should the support request uncover new feature/functionality, the request will be logged into the development tracking system. Now, along with the case number, the client will also receive a change request number. At this time, the support case will be placed in a deferred state. The case will reference the change request number. Clients may be charged for new feature/ functionality requests.
- Contact the support department at your convenience for a status update on any and all support requests.

1.3 Standard Support Services and Activities

The support services listed below are included as part of annual software support and maintenance:

- 800 toll free telephone support
- Email support call logging and notification
- Technical troubleshooting and issue resolution
- Periodic software maintenance updates that incorporate new product features/functionality
- Periodic maintenance updates of the software that incorporate corrections of defects, fixes of minor bugs
- Product release notes
- Product manuals
- Training guides
- Installation documentation
- Technical service bulletins
- Peripheral device support; drivers, firmware
- New software release notifications
- State and/or Federal mandated changes (charges may apply)
- Scheduled assistance for installations, upgrades and other special projects (charges may apply)
- Design review for potential enhancements or custom modifications (charges may apply)

- Limited training consultation (15 minute guideline)
- Attendance at the annual customer conference (attendance fees apply)

1.4 Out of Scope Services and Activities

- Extended training consultation
- Setup of peripheral devices; printers, scanners, barcode readers, imagers, cash drawers
- Custom software modifications
    - Source system interfaces
    - File imports and exports
    - Bills/scanlines/barcodes
    - Cashiering customizations
    - Reversal of customizations
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Database refreshes, backups, restores
- Operating system installation/upgrades of servers/workstations
- iNovah Public API consulting (billable service)
- Custom report development (billable service)
- Form creation or re-design (billable service)
- On-site installation, upgrade or troubleshooting
- Reconfiguration of hardware, fileservers, and virtual environments
- Hardware system upgrades
- Third party software upgrades
- Assistance with creation of backup scripts / backup recovery
- Assistance with database installation, configuration and updating
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Assistance with recovering data resulting from system crashes (charges may apply)

1.5 Third Party Support

The purpose of this section is to provide our clients with information on the standard coverage and the services which are included in annual maintenance with regard to third party software support (if applicable). This section serves as a guideline for the support department but is superseded by any existing third party or other agreement.

- 800 telephone support – first line phone support for troubleshooting (more complex issues will be escalated to the actual third party vendor of the product)
- “On call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Support provided for installed database issues (30 minute guideline)
- Web Service installation and connection to database assistance
- Updating system to support new versions of licensed applications

2 Severity Levels

2.1 Definitions

In an effort to assign resources to incoming calls as effectively as possible, we have identified four types of call severities, 1, 2, 3, and 4. A Severity 1 call is deemed as an Urgent Priority call, Severity 2 is classified as a High Priority, Severity 3 is Medium Priority, and Severity 4 is Low Priority. The criteria used to establish guidelines for these calls are as follows:

Severity Levels	Definition
Severity 1	The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored. ▪ System Down (Software Application) ▪ Inability to process payments ▪ Program errors without workarounds ▪ Incorrect calculation errors impacting a majority of records ▪ Aborted postings or error messages preventing data integration and update ▪ Performance issues of severe nature impacting critical processes
Severity 2	Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no work around available. ▪ Calculation errors impacting a minority of records ▪ Report calculation issues ▪ Printer related issues (related to interfaces with our software and not the printer itself) ▪ User Security/Permission issues ▪ Workstation connectivity issues (Workstation specific)
Severity 3	Reproducible or intermittent Issues that affect the functioning of components within the application, or data inconsistencies. Workaround available. ▪ Usability issues ▪ Performance issues not impacting critical processes ▪ Report formatting issues ▪ Training questions, how to, or implementing new processes ▪ Recommendations for enhancements on system changes
Severity 4	Requests for information, assistance on application capabilities, and other requests that do not fit the criteria for Severity 1, Severity2, or Severity 3. ▪ Questions about documentation ▪ Requests for documentation or information ▪ Questions about products ▪ Aesthetic issues

3 Service Levels

3.1 Response Time

Severity Levels	Response Time	
Severity 1	1 - 4 Business Hours	
Severity 2	1 - 2 Business Days	
Severity 3	1 - 5 Business Days	
Severity 4	1 - 10 Business Days	

- Response times are not applicable during office closure for published holidays, or natural disasters, and/or other exceptional unplanned events.
  System Innovators does not guarantee case resolution during the response time, only acknowledgement of the support request.

4 Client Designated Support Contacts

The client will assign two (2) named resources, a primary and a backup, to be client designated support contacts responsible for:

1. Assisting with the support relationship between System Innovators and the client
2. Initiating and managing the priority case handling process
3. Distributing proactive notifications to the client's end users (as applicable)
4. Ensuring appropriate follow up and feedback from the client's end user
5. Ensuring that a communication link is operational for remote troubleshooting purposes; direct internet, virtual private network (VPN), remote access server (RAS)

5 Contact Information and Support Hours

5.1 Contact Information

Phone 800.963.5000 x2

Email clientservices@systeminnovators.com

5.2 Support Hours

Monday thru Friday 8am – 8pm Eastern Time

5.3 Holiday Schedule

Please note that support services will be closed on designated days as outlined below. An asterisk * next to the holiday indicates that the System Innovators office is closed, however, client support is available.

New Year's Day Closed

President's Day (Observed)	Closed
Memorial Day (Observed)	Closed
4th of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day (Observed)	Closed
Day after Christmas *	Closed

6 Support Request Escalation

6.1 Process

This escalation process was implemented to ensure that client issues are handled in an efficient and timely manner. If at any time you are not completely satisfied with the handling of the support request, escalate with the support department as follows:

- Contact the analyst working the issue
- Contact the Vice President of Support
  - Terry Bechtel
  - tbechtel@systeminnovators.com
  - 904-515-8443
- Contact the Executive Vice President of System Innovators
  - Jeffrey Sumner
  - jsumner@systeminnovators.com
  - 904-334-6610

Schedule "H"
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $44, 438.00

Harris may increase the Support and Maintenance Fee for any Renewal Annual Maintenance and Support Term but not more than 3%.