SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("Agreement") is entered into between MHC Software, LLC., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee County, 901 North 9th Street, Milwaukee, WI, 53233 ("Customer"). MHC and Customer are hereinafter jointly referred to as the "Parties" and individually as the "Party".

1. Definitions.

"Discloser" means the party providing Confidential Information to the Recipient.

"Customer Affiliate" means the Milwaukee Transport Services, Inc., which is a quasi-governmental body under the jurisdiction of Customer.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software" means the computer program in object code only and the respective user manuals described in the specifications set forth in Exhibit A, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates, upgrades or other modifications, including custom modifications, to such computer program and user manuals.

"License Effective Date" means this Agreement and the license granted hereunder, which shall take effect upon the date that the last party executes this Agreement.

2. License.
MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

The Parties agree that Customer Affiliate shall be entitled to use Customer's all licensed software and/or maintenance and support services under this Agreement, as long as the Customer Affiliate remains a quasi-governmental body under the jurisdiction of Customer. In the event that any such Customer Affiliate is no longer under the jurisdiction of Customer, the Customer Affiliate may enter into a separate agreement with MHC to continue to use the licensed software and/or maintenance and support services, on the same terms and conditions as contained in this Agreement and any of its exhibits.

Restrictions on Use. Customer agrees to use the Software only for Customer's and Customer Affiliate's own business. Other than the Customer Affiliate, Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.

 Copies. Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include MHC's copyright and any

other proprietary notices. The Software delivered by MHC to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of MHC.

Modifications, Reverse Engineering. Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software.. Customer shall not disassemble, decompile or reverse engineer the Software's computer program. Notwithstanding the aforesaid, MHC agrees that Infor shall be configuring the Software during the ERP implementation and this is permissible under this Agreement

Material Terms and Conditions. Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for MHC to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Intellectual Property Rights.

All intellectual property rights in the Software and user documentation are owned by MHC are protected by United States and Canadian intellectual property laws (including patent, trademark and copyrights laws), other applicable intellectual property laws, and international treaty provisions. MHC retains all rights not expressly granted.

4. Indemnification.

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 loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying Party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The Customer'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.

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

5. Representations and Warranties, Disclaimer of Warranties, and Remedies.

(a)   MHC represents and warrants that:

(i)   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 Customer under this Agreement.

(ii)   MHC 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.

(iii)   Neither the Software as delivered by MHC to Customer, nor any normal use thereof by Customer or its modifications, enhancements, updates nor will upgrades thereto, infringe any Intellectual Property Rights of any third party.

(iv)   Customer's exclusive remedy, and MHC's exclusive obligation, for a breach of the warranties in this Section 5(a) is set forth in Section 4 (Indemnity by MHC).

(b)   MHC further represents and warrants that:

(i)   The Software and related products as described in this Agreement will perform in accordance with functionalities described in the RFP Functionality Matrix, attached as Exhibit C, for a period of 12 years after the Effective Date of this Agreement.

(ii)   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.

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

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

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

(c)   <u>Limited Perpetual Software Warranty by MHC and Remedy For Breach</u>.

(i)   MHC warrants that the software licensed to Customer will operate without a documented defect during the Term. MHC's 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.

(ii)   If MHC is unable to repair or replace such Software within a reasonable period of time, then, subject to the limitations set forth in Section 6 of this Agreement, Customer may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5 (c) are exclusive and in lieu of all other remedies, and represent MHC's sole obligations, for a breach of the foregoing warranty. Customer must provide notice to MHC of any warranty claim within the warranty period.

(d)   <u>Malicious Code</u>. MHC 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. As Customer's sole remedy for breach of this representation, MHC shall take action immediately to investigate, identify and remove such Malicious Code from the Software.

(e)   <u>Service Levels</u>. Notwithstanding anything to the contrary in this Agreement, MHC shall provide the Support and Maintenance Services as per the following terms:

Service Levels Definitions
In an effort to assign resources to incoming calls as effectively as possible, the parties 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 (Recommend phone call for fastest response time)	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 (Recommend phone call for fastest response time)	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 (Phone call, VM, or Email are all valid methods to contact)	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 (Phone call, VM, or Email are all valid methods to contact)	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

Response Time

Severity Levels	Response Time	Update/ Resolution Time
Severity 1	1 - 4 Business Hours	Updates every 2 hours with resolution within 1 Business Day
Severity 2	1 - 8 Business Hours	Updates every 2 hours with resolution within 2 Business Days
Severity 3	1 - 5 Business Days	Updates every 48 hours with resolution within 10 Business Days
Severity 4	1 - 10 Business Days	Answer within 3 Business Days

▪ Response times are not applicable during office closure for published holidays, or natural disasters.
▪ In the event that MHC is unable to provide resolution within the below stated time, and Customer's system is not available due to MHC omission to provide a resolution to the above mentioned Severity Levels issues raised by Customer, MHC shall apply service level credits as follows:

Update/Resolution Time

MHC will stay in compliance with the contract if they are actively engaged on an issue with customer. At the time the issue is determined to be exclusively within MHC's application, the time to resolution will be tracked. Customer and MHC will assess risks associated with any solution deployment. MHC will not be held accountable for a delivery time, if the risks are mutually viewed by both parties as too high to deploy and there is a temporary alternate option available as decided on by the customer. Customer and MHC will continue to work together until the final solution is deployed to production.

Service Downtime due to Severity Levels 1 and 2	**Service Level Credit**
Exceed Expected Resolution Time through Exceed Expected Resolution Time + 8 Hours	15% of the monthly prorated maintenance and support fee
> Exceed Expected Resolution Time + 8 Hours < Exceed Expected Resolution Time + 24 Hours	25% of the monthly prorated maintenance and support fee
> Exceed Expected Resolution Time+ 24 Hours < Exceed Expected Resolution Time + 48 Hours	35% of the monthly prorated maintenance and support fee
> Exceed Expected Resolution Time + 48 Hours	50% of the monthly prorated maintenance and support fee

Failure to Comply with Resolution Time for Severity 3:

Between 11 Business Days – 13 Business Days	15% of the monthly prorated maintenance and support fee
> 13 Business Days < 16 Business Days	25% of the monthly prorated maintenance and support fee
> 16 Business Days < 19 Business Days	35% of the monthly prorated maintenance and support fee
> 19 Business Days	50% of the monthly prorated maintenance and support fee

Service level credits for maintenance and support fee paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual maintenance and support fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Customer's next invoice or, if Customer has paid the final invoice under this Agreement, service level credits shall be paid to Customer within thirty (30) calendar days following the joint determination that the credit is due. In addition to the foregoing remedies, in the event that Downtime is below 95% for three (3) consecutive months or any four (4) months in any twelve (12) month period, Customer shall have the right, upon notice to MHC, to terminate this Agreement and receive the refund of the Maintenance and Support Service Fee paid to MHC as Customer's sole and exclusive remedies for failure to meet its obligations under this Section.

(f)   All Licensed MHC Software for which the MHC either sells or licenses to the Customer and used by the Customer after the calendar year 2000, includes or shall include, at no added

cost to Customer, design and performance so Customer shall not experience Licensed MHC Software abnormality and/or generation of incorrect results from the Licensed MHC Software, due to date oriented processing, in the operation of the business of the Customer.

The Licensed MHC 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 Customers that prevent non-compliant dates and data from entering any Customer 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.

Customer may continue the Warranty protection described above by purchasing and paying for on-going Maintenance and Support Services described below. By doing so, all Warranty, Year 2000 Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Maintenance and Support Fees are kept current.

6. **Limitation of Liability.**

(a) **LIMITED LIABILITY OF MHC**. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE TOTAL LIABILITY OF MHC IN CONNECTION WITH OR RELATED TO THE SOFTWARE, THE ANNUAL MAINTENANCE AND SUPPORT PLAN SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED 1.5 TIMES THE FEES PAID OR PAYABLE TO MHC HEREUNDER FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES**. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MHC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER MHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Maintenance and Future Improvements.**

The software purchase and subsequent maintenance entitle the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support in the first 90 days after purchase. The 90-day License is included in the Combined system purchase price/License Fee. Upon the signing of this Agreement,

Customer and MHC have entered into the following Maintenance Agreement: commencing after 90 days of the Software Delivery Date and continuing for a term of three years thereafter, Customer will receive all maintenance, support and future improvements to the Software. Customer agrees to pay an annual fee equal to 18% of the current list price at the time the maintenance fee is due as specified in Exhibit B, not to exceed a 3% increase in any one year. Annual payments will commence 90 days after the Software Delivery Date and continue in full force unless terminated pursuant to the terms hereof (the "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 Effective Date ending on December 31st of that same year (the "Initial Annual Maintenance and Support Term"). Thereafter, this Annual Maintenance and Support Term shall be effective for ongoing one year terms that Customer may opt to renew on an annual basis, by giving MHC, not less than thirty (30) days' notice in writing prior to the beginning of any subsequent renewal term (a "Renewal Annual Maintenance and Support Term"). Customer shall pay the then applicable Support and Maintenance Fee (as per terms of Exhibit B) in advance for each Annual Maintenance and Support Term and where the notice of renewal has not been provided in accordance with these terms, the Customer shall not obliged to pay the Support and Maintenance Fee for the next applicable Renewal Term.

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone and web meeting support during the hours of 7:00 am to 6:00pm Central Time, Monday through Friday, excluding MHC published holidays, or natural disasters.

a. Response times to support calls during business hours are handled within four hours.
b. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with troubleshooting or software development changes.
c. MHC Software customers are able to contract for Off-Hours Services if they want to prepare for the possibility of needing MHC services/support outside of MHC's standard working hours (i.e., planning an off-hours upgrade, deployment activity, etc.). MHC Software Off-Hours Services refers to any services or technical support provided outside of MHC Software's standard working hours, defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. CT, and excluding MHC Software published holidays. Any special off-hours support requests must be scheduled ahead of time via a request to the customer's MHC Account Executive or via request to a customer support team member to get a Statement of Work in place.

The Maintenance Agreement does not include additional Custom Programming Services not licensed for under this Agreement, on-site support or training, and hardware or related supplies.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

8. **Term and Right of Termination.**

(a)   <u>Term</u>. The Term of this Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this Section 8.

(b)   <u>Termination for Breach</u>. 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 or the said 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 MHC of an alleged breach of a warranty will not constitute a notice of termination of this Agreement or any of the other Agreements as applicable. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

(c)   <u>Termination due to Insolvency</u>. Customer may terminate this Agreement and/ or any Work Orders hereunder, if at any time a voluntary petition in bankruptcy is filed against MHC and is not dismissed within thirty (30) days, or if MHC takes advantage of any insolvency law, or if a receiver or trustee of MHC or its controlling Affiliate is appointed and such appointment is not vacated within thirty (30) days. In such an event, Customer 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.

(d)   <u>Termination for Insufficient Funds</u>. This Agreement, and/ or any Work Order issued hereunder, shall terminate at such time, if any, that the Customer fails to appropriate sufficient sums in the budget year for which the Agreement and/ or Work Order applies to pay the amount due. Customer will immediately notify MHC when it becomes aware that funding may not be appropriated. Customer will use its best efforts to provide MHC with at least 30 days written notice prior to terminating the Agreement and/ or any Work Order for lack of sufficient funds. The Customer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by MHC as final. In such an event, MHC shall immediately reduce and/ or discontinue its activities hereunder as requested by Customer. The parties agree that MHC will not charge Customer 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 for services rendered under a validly executed Work Order 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.

(e)   <u>Survival of Obligations</u>. All obligations relating to non-use and non-disclosure of Confidential information, Customer Data, payment, limitation of liability, indemnity and such other terms which by their nature survive termination, will survive termination of this Agreement.

(f)   <u>Termination without Prejudice</u>. Termination of this Agreement will be without prejudice to the terminating Party's other rights and remedies pursuant to this Agreement.

(g)   <u>Effect of Termination</u>. (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 Customer shall have full access and ability to automatically export any and/or all of Customer and Customer Affiliate's data in Software and Third Party Software, (c) Upon termination of this Agreement or Annual Support and Maintenance, MHC will: (i) Discontinue the provision of all support and maintenance services; (ii) Immediately cease all use of Customer Data and Confidential Information and/ or any other information and shall deliver to Customer all items containing, embodying, relating to or comprising Customer Confidential Information and/ or Customer Data.

9. <u>Product Replacement.</u>

To the extent that MHC makes generally available to any of its customers any separately named or marketed software product that has substantially the same price, features, and functionality as the Software (the "<u>Replacement Product</u>"), Customer may exchange its current Software or a portion of the Software, as may be applicable, for the Replacement Product at no additional fee, provided that: (1) the Agreement and Order Form is then in full force and effect and Customer is not in material breach of the Agreement; (2) Customer enters into an Order Form reflecting the exchange; and (3) upon delivery of the Replacement Product, Customer's rights to use the replaced Software or a portion of the Software, as may be applicable, shall immediately terminate and Customer's rights to use the Replacement Product will commence. The reference to Software in this Agreement includes any Replacement Products.

10. <u>Non-Performance Escalation Procedures</u>.

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 Software and/ or maintenance and support services and/ or MHC 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 MHC and an officer of Customer meet promptly in person or by telephone to review and attempt to resolve the dispute in good faith.

11<u>. Maintenance of Records and Audits</u>.

(a)   Maintenance of Records. MHC 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 MHC and shall be made available to during the term of this Agreement, and for a period of three (3) years thereafter unless provides MHC with written permission to dispose of any such material prior to such time. Such audit shall take place at Customer'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, MHC, 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 MHC and/ or its contractors related to the performance of this Agreement, including without limitation, (i) the accuracy of MHC 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 policies and procedures referred to this Agreement; for a period of up to three years following the date of last payment under this Agreement. MHC shall provide to (or it's 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 MHC. 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

12. <u>Security Policies and Safeguards</u>.

(a)   <u>Security Policies and Safeguards</u>. MHC shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Customer Data and Personal information in the possession or under the control of MHC or to which MHC has access, which are: (i) no less rigorous than those maintained by MHC 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 MHC pursuant to this Section 12 (a) shall include, without limitation:

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

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

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

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

(v)   Periodic employee training regarding the security programs referenced in this Section 12; and

(vi)   Periodic testing of the systems and procedures outlined in this Section 12.

(b)   Review of Controls. Once in each 12-month period during the Subscription Term, MHC shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of MHC's defined control objectives and control activities in connection with the Subscription Services. MHC shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which shall include ISAE 3402, SOC2 Type 2 (the "Audit Report"). Customer shall have the right to request and receive a copy of the Audit Report and Customer may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be MHC's Confidential Information (as defined in this Agreement).

(c)   Security Incident Response. In the event that MHC becomes aware that the security of any Customer Data or Personal Information has been compromised, or that such Customer 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"), MHC shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Customer, 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 Customer; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within MHC's control; and (v) cooperate with Customer's reasonable investigation or Customer's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

(d)   Upon termination of this Agreement, for whatever reason, MHC shall stop the processing of Customer Data, unless instructed otherwise by Customer in writing, and these undertakings in Section 12 shall remain in force until such time as MHC no longer possesses Customer Personal Data.

13. Customer Personal Data, Customer Resources.

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

Authorized Personnel's access to Customer Resources at any time. MHC agrees that MHC (including the Authorized Personnel) have no expectation of privacy when using or accessing Customer Resources, and that Customer may access, review, copy or delete any messages and files for any purpose and disclose them to any party that Customer deems appropriate. MHC, including Authorized Personnel, will: (i) comply with all instructions Customer provides concerning access to Customer Resources; (ii) not access or attempt to access those Customer Resources that Customer has not authorized in writing MHC to access; (iii) not modify, copy, store, transfer, install, delete or obtain programs or data from Customer Resources, unless Customer has expressly authorized MHC to do so in advance and in writing; (iv) not cause Customer to incur fees or service charges; and (v) not change the configuration or topology of Customer Resources. MHC will immediately notify Customer verbally and in writing should MHC become aware of any prohibited use or unauthorized access involving Customer Resources. MHC, including Authorized Personnel, will immediately cease accessing all Customer Resources upon the earliest to occur: (a) when no longer required to perform work under this Agreement; (b) when notified by Customer; or (c) when this Agreement terminates or expires. MHC will promptly notify Customer if it becomes aware of any unauthorized access to or use of Customer 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)   MHC will immediately notify Customer verbally and in writing should MHC become aware of any prohibited use or unauthorized access involving Customer Resources. MHC, including Authorized Personnel, will immediately cease accessing all Customer Resources upon the earliest to occur: (a) when no longer required to perform work under this Agreement; (b) when notified by Customer; or (c) when this Agreement terminates or expires. MHC will promptly notify Customer if it becomes aware of any unauthorized access to or use of Customer 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 Customer shall have full access and ability to automatically export any and/ or all of Customer and Customer Affiliate's data in MHC Software.

14. Assignment, Merger or Acquisition.

(a)   Assignment, Merger or Acquisition. 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, MHC 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, and (ii) holds similar or larger market share in ERP software industry. Any attempt to assign or transfer this Agreement in contravention of this Section 14 is void.

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

15. Notices.

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

(a)   Actually received, or

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

(c)   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 this section 15 of this Agreement, or such other address as the party may have designated by notice or Agreement amendment to the other party. 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:

MHC Software, LLC.
Attention: Catherine Beattie
Controller
12000 Portland Avenue South, Suite 230
Burnsville, MN 55337

Notice of all service instances shall be sent to: MHC Technical Manager, Theresa Klement, theresak@mhccom.com (952-882-3337) and MHC Customer Program Manager, Bryan Joas, bryanj@mhccom.com (952-882-3332)

Milwaukee County
Attention: Paul Kuglitsch
Principal Assistant 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

16. Insurance.

MHC 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 MHC activities, by whomever performed, in such coverage amounts as Customer'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 Customer, in the minimum amounts specified below.

It is understood and agreed that MHC 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 County.

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

Type of Coverage Minimum Limits

Minnesota 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 $4,000,000 Aggregate

Technology Liability
Errors & Omissions $5,000,000 Per Occurrence / $5,000,000 Per Aggregate

Automobile Liability
Bodily Injury & Property Damage $1,000,000 Per Accident
All Autos-Owned, non-owned
Uninsured Motorists   Per Wisconsin Requirements

Customer, 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 Customer 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 Customer's Risk Manager as a condition of this Agreement.

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

17. **Confidential information and Public Records.**

(a)   Confidential information. Confidential information means non-public information of an Affiliate or a Customer Affiliate or a Party to this Agreement 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 Customer or Customer Affiliate includes, without limitation, Customer Data or Customer Affiliate Data or any Information related to Customer's or Customer Affiliate's operations, finance and/ or staff (full-time, part-time, seasonal, retired or contractors) that is shared by or on behalf of Customer or Customer Affiliate with MHC or Affiliate during the Term of this Agreement.

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. Notwithstanding the foregoing, this Section 17 is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

(b)   Public Records. Both Parties understand that Customer 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. MHC hereby agrees that it shall be obligated to assist Customer 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 Customer 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 Customer receives a request to disclose any MHC Information defined as "Confidential Information" or labeled as such by MHC, Customer will promptly provide MHC notice of the open records request to enable MHC to resist any required disclosure and/or to obtain suitable protection regarding such required disclosure by Customer. In the event the designation of "Confidential Information" of such MHC Information is challenged by the requestor and MHC resists disclosure by Customer, MHC hereby agrees to provide legal counsel or other

necessary assistance to Customer to defend the designation of confidentiality and agrees to indemnify and hold Customer harmless for any costs or damages arising out of Customer's agreement to withhold such MHC Information from disclosure.

18. **Invoices and Payment.**

(a)   Payment. Customer shall pay MHC the Fees, set forth on the Work Order as per terms of this Agreement. Support and Maintenance Fees are payable on an annual basis in advance and MHC will invoice Customer for Support and Maintenance Fees at least thirty (30) days prior to the commencement of the portion of the Support and Maintenance Term to which such fees apply. After the Initial Support and Maintenance Term, the Support and Maintenance Fees shall be subject to annual adjustment as specified in Work Order. Except as otherwise set forth in this Agreement, Support and Maintenance Fees are non-refundable. Customer will pay each MHC invoice in accordance with the terms set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, MHC reserves the right to suspend access to the Support and Maintenance Services in the event of any past due Support and Maintenance Fees for more than thirty (30) days from the due date mentioned on its proper invoice.

Customer shall pay MHC the fees, set forth in Order Form(s) and/ or Service Work Order(s) hereunder 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.

(b)   Invoices. All invoices submitted by MHC shall set forth the following Information: (i) the Effective Date of this Agreement and the number of the Order Form and/ or Work Order being billed; (ii) Customer's purchase order number, if applicable, and (iii) the amount being billed.

(c)   Invoice Delivery Address. All invoices along with the supporting documents as set out in the applicable Exhibits 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

(d)   Invoice Disputes. If Customer has a dispute with an invoice, Customer shall notify MHC 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 MHC management and management of Customer. MHC and Customer 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.

(e)   Taxes. Customer is exempt from state and local taxes. Any invoices submitted by MHC should be without such taxes. However, MHC 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 and/ or hardware hereunder, or which arise as a result of fees paid hereunder. Customer will provide MHC with a valid tax exemption certificate.

(f)   Payment Does Not Imply Acceptance or Waiver of Rights. The making of any payment by Customer, or the receipt thereof by MHC, shall not imply waiver of any representations or warranties or requirements of this Agreement.

19. Equal Opportunity Employment and Non-discrimination Policy.

It is the policy of Customer that all vendors who provide services to the Customer 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.

MHC shall, as a condition of providing services, as required by law and/or the Customer'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 MHC has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, then MHC shall be barred from providing services to Customer 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 Customer's governing body.

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

Any employee of MHC providing services to the Customer, or any employee of a subcontractor of MHC providing services to the Customer, or any bona fide Customer representing such employees may file a written complaint with the Customer's governing body or its designated agent, if any, challenging the compliance by MHC with the terms of this policy, the Customer's governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated. Should MHC 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, MHC shall be ineligible to provide any services to the Customer for a period of five (5) years from the date of such finding.

20. **Conflict of Interest and Non Collusion.**

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

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

(c)   County Fraud Hotline. MHC agrees to post in locations accessible to its employees Customer provided bulletins concerning the County Fraud Hotline.

21. **Milwaukee County Technology Directives.**

MHC hereby attests that it has familiarized itself with terms of Exhibits E and F and will make its employees and agents aware of the provisions of these directives. Customer may, at its discretion, require specific users of Customer provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of these directives.

22. **General Provisions.**

Advertisement. MHC shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Customer unless MHC receives specific written authorization in advance from the Customer's County Administrator or

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

MHC as Independent Contractor. It is expressly agreed that MHC is an independent contractor and not an agent of Customer. MHC shall not pledge or attempt to pledge the credit of Customer or in any other way attempt to bind Customer. The relationship of MHC and its employees or subcontractors to the Customer shall be that of independent contractor and no principal agent of employer-employee relationship is created by this Agreement.

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

No Waiver. Unless in writing, no failure or delay by a Party to exercise any right it may have under this Agreement, shall operate as a waiver or modification of this Agreement and shall be construed to be a waiver of the right of such Party thereafter to enforce each and every provision of this Agreement. No waiver by a Party of any breach of this Agreement shall be deemed to be a waiver of any other breach. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

Force Majeure. Except with respect to the payment of fees hereunder, neither Party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, 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.

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 Milwaukee County Circuit Court located in Milwaukee, Wisconsin.

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.

Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over Customer enter a valid and enforceable order upon Customer 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 Customer of a material part of its Agreement with MHC. In the event this order results in depriving Customer of material parts or raising their costs beyond that defined in this Agreement, Customer 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 MHC. Should the Agreement be terminated under such circumstances, such termination shall be considered a termination for convenience.

Complete Agreement. The parties agree that this Agreement and all incorporated Exhibits, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

Amendment. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Any such modification of this Agreement must at a minimum be signed by MHC and the Milwaukee County Executive, Comptroller and Corporation Counsel, for it to be effective and valid.

Additional Products. Additional optional software products or licenses may be purchased through an amendment to this Agreement. Additional Software License Fees and Software Services for future purchase are incorporated as Exhibit D.

Headings. All headings and subheadings of any section, subsections and paragraphs in this Agreement are included for convenience only and shall not affect the construction or interpretation of the contents of this Agreement.

Corporate Authority. Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

Successors and Assigns. The Agreement shall be binding upon each of the parties, its successors and assigns.

Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

Counterpart and Fax Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or sent by email in PDF form, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document or emailed PDF document will be re-executed in original form by the parties who signed the facsimile document.

Terms and Conditions. This Software License Agreement is subject to the above provisions all of which are hereby agreed to by MHC and Customer.

Accepted for Customer: Accepted for MHC Software, LLC.:

By: _____   By: _____
(Signature)   (Signature)

Name: _____   Name: _____
(Please type or print name)   (Please type or print name)

Title: _____   Title: _____
                                                                      (MHC Software, LLC.)

Date: _____   Date: _____

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   *Approved:*
Wisconsin Statutes Section 59.255(2)(e):

By: _____ Date: _____   By: _____ Date: _____
           Comptroller   County Executive

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

By: _____ Date: _____
           Corporation Counsel

Exhibit A to
Software License Agreement Dated as of _____
License Fee and Payment Schedule

Exhibit A to the Software License Agreement between MHC Software, LLC., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee County, 901 North 9th Street, Milwaukee, WI, 53233 ("Customer").

Licensing for the Document Express System is based on Seat and Site as defined below. Each main product (Document Express Payroll, Document Express Accounts Payable, and Document Express Forms) in this Exhibit lists the allowed licensing. Any additional modules are licensed in the same manner as the main product.

Standalone Computer Use
A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Software Products listed below the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed. One back up or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat).

The Customer may use the software products at the number of sites listed below, in the quantity listed below either. In addition Customer may make one (1) archival copy of the Software.

Site License Use
A site is defined as a specific office building with a specific address, or a contiguous group of buildings at a "campus" location. The Customer may use the Software Products at the number of sites listed in Exhibit A.

The licensed site for the purpose of this software agreement for use of any MHC Document Express Software purchases include: Milwaukee County, 901 North 9th Street, Milwaukee, WI, 53233. MHC Document Express Software will only be used at the aforementioned site(s) unless additional site licenses are purchased.

The license for MHC Software can be installed for Milwaukee County and Customer Affiliate use only in up to three infrastructure environments (e.g., production, test, development).

Customer additionally may load additional copies of any licensed Software Products on a Test, Development, and Disaster Recovery Servers to be used for the limited purposes of testing, deployment, and processing in the event of a disaster.

Software	Key Features	Inclusions	Price
Document Express Accounts Payable™	• Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting, document type, or overflow	• One Site- One User Seat, One Backup Seat and One Test Seat • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from $11,995 list price	$9,500
AP Interface	• Interface contains FTP control, reads the Infor AP data file (checks and overflow remittance) and maps the fields while loading the data into the Document Express Database	• Standard interface to Infor AP output data file	$1,000
Forms Design Accounts Payable Check and Overflow	• Maps the fields loaded into the Document Express Database into the Customer's desired Accounts Payable layout • May suppress items in the database from displaying on the design • Ability to design form in virtually any layout including logos, signatures, MICR line and messaging.	• Form design layout of AP check and overflow • Assistance and training setting up accounts	$500

Software	Key Features	Inclusions	Price
Positive Pay Module with Transmission	- Positive Pay for AP - The Positive Pay Module generates and formats the positive pay output file into the format required by the financial institution and then transmits the positive pay file to the bank. Transmission method is bank- and customer-dependent. - Reporting Tools - Void Capabilities (load voids from Infor CBTRANS) - Positive Pay History - Ability to concatenate multiple accounts into a single transmission saving on bank costs	- Fully integrated Document Express Module - Two banks setup for Positive Pay file formatting and transmission - Discounted from $5,995 list price	$5,000
ACH Module	- For AP ACH - Interfaces to the Infor AP electronic payment data file and formats the ACH file into CCD format - Transmission method is bank- and customer- dependent - Ability to concatenate multiple accounts into a single transmission saving on bank costs	- Fully integrated Document Express Module - CCD format setup - Discounted from $5,995 list price	$5,000
ACH Addenda Record Format	- AP ACH Addenda add-on functionality to the ACH Module - EDI 820 Format - Formats the additional required data into an addenda record format	- Formatting, testing and validation - One AP ACH CTX format and one Wire format $2,000/each x 2	$4,000
PayCard Module	- Interfaces to the Infor AP electronic payment data file and formats to the credit card file format - Transmission method is bank- and customer- dependent - Ability to concatenate multiple accounts into a single transmission saving on bank costs	- Fully integrated Document Express Module - One AP credit card setup - Discounted from $3,995 list price	$3,000

Software	Key Features	Inclusions	Price
e-Remit Module	- Interfaces to Infor AP remittance file - Creates the ACH remittance advice in the Customer's desired layout - Generates a PDF of the remittance advice and sends it to payee's email address - May also generate a CSV based on customer-defined business rules - Allows Customer to designate sender email - Allows globally customizable message and subject line pulling defined values from the document (i.e. payment date)	- Fully integrated Document Express Module - Retrieves the vendor email address from Infor (AP10 equivalent) - Correctly retrieves multiple "remit to" addresses - As an alternative, allows customer to store emails in the Document Express Database - Discounted from $5,995 list price	$5,000
Bank Recon-ciliation	- Bank Recon for AP - Standalone application - Retrieves a cleared check file from Customer's bank and formats the file into the CB185 Layout - Uploads the file to the Infor Directory	- Per Site- One User Seat, One Backup Seat and One Test Seat - Set up for retrieval from two AP banks - Discounted from $3,995 list price	$3,500

Software	Key Features	Inclusions	Price
Document Express 1099 Module	• Interface to Infor 1099 data file • Forms design for laser cut sheet or pressure seal designs • Manual 1099 Capabilities • Full Document History • 1099 Corrections	• One Site- One User Seat, One Backup Seat and One Test Seat • Provides totals and document counts • Creates the 1099M, I, and D forms as supported by Infor Lawson Financials • Discounted from $1,995 list price	$1,500
Document Express 1099-R Module	• Interface to Infor 1099-R data file for 1099-R document formatting and printing • Forms design for laser cut sheet or pressure seal designs • Full Document History	• One Site- One User Seat, One Backup Seat and One Test Seat • Provides totals and document counts • Discounted from $2,500 list price	$2,000
Document Express Payroll™	• Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type	• One Site- One User Seat, One Backup Seat and One Test Seat • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from $11,995 list price	$9,500

Software	Key Features	Inclusions	Price
Payroll Interface	• Interface contains FTP control, reads the Infor payroll file (checks and direct deposit advices) and maps the fields while loading the data into the Document Express Database	• Standard interface to Infor Payroll data file	$1,000
Forms Design Payroll Check and Direct Deposit Advice	• Maps the fields loaded into the Document Express Database into the Customer's desired Payroll/DD layout • May suppress items in the database from displaying on the design layout • Ability to design form in virtually any layout including logos, signatures, MICR line and messaging.	• Turnkey form design layout of payroll check/advice • Assistance and training setting up accounts	$500
Line Item Maintenance Module	• Allows an authorized user to map customer-specific pay codes, deductions, and hours to a more natural language description • Pre- and Post-Tax Deductions may be broken out and displayed • Allows users to reorder pay codes, deductions, and hours • Allows users to suppress certain types of codes • Provides an import/export feature to Excel for easy maintenance	• Fully integrated Document Express Module • Allows setup to key off the Infor pay code/summary group • Provides a more descriptive statement of earnings eliminating questions and calls to payroll • Discounted from $1,495 list price	$1,000

Software	Key Features	Inclusions	Price
Document Self-Service Electronic W-2 Web Delivery with User Options	• A link to Document Self-Service (DSS) is created on your Infor Employee Self-Service (ESS) website or another Intranet site. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD) or Lawson to access the system (unless Single Sign-On criteria are met). Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access).The Document Self-Service web pages mirror the Lawson Self-Service look and feel for a transparent flow • The IRS requires employee consent and notification to distribute the initial W-2s electronically. Electronic W-2 Module is IRS-compliant and performs the tracking of consent, revocation of consent, provides the necessary notices to employees, and a full audit trail of all activity (visible only to authorized administrative end users). • Supports W-2C options and posting history • Supports email notifications of all posts and employee actions (authorization, revocation, and change in email information) • Inactive employee documents may be printed • Supports ability to set up messaging for the website using text formatting features	• Includes the DSS Web Server, DSS Administrative Tool, and required functionality in Document Express W-2 Print Module • Interface to Infor W-2 data file and laser forms design, provides W-2C capabilities, Document History and State, Local or Employer copies • Electronic W-2s with IRS Compliance • Unlimited number of retrieval users and document volumes • Discounted from $7,995 list price	$7,135

Software	Key Features	Inclusions	Price
Document Self-Service Electronic W-2 Web Delivery with User Options Add-on: TurboTax Interface	• Creates file in format required by TurboTax • If Customer does not want to send all employee information to TurboTax then a CSV file can be used to maintain a list of all employees who have opted-in or opted-out (Customer is responsible for creation of CSV file) • An additional Document Express account is then used to create and transmit the file to TurboTax which only includes the employees who have opted-in • For organizations running MHC's Document Self-Service Release 5.1 or later, employers may allow employees to choose whether they prefer to opt-in or opt-out of the W-2 data integration with TurboTax	• Fully integrated with Document Express W-2 Module • Coordination with Intuit TurboTax • Secure file transfer	$2,000
Document Express Laser Forms™	• Ability to add unlimited companies • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Ability to print copies manually or automatically • Signature Logic • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type • Ability to add additional forms with interface and forms design set up charges	• One Site set up including unlimited users • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from $11,995 list price	$9,500
Interfaces	• Interface contains FTP control, reads the Infor data files and maps the fields while loading the data into the Document Express Database	• Standard interfaces to Infor PO, Invoice and Statement output Data files $1,000 x 3	$3,000

Software	Key Features	Inclusions	Price
Form Designs	• Maps the fields loaded into the Document Express Database into the Customer's desired form layout • May suppress items in the database from displaying on the design layout • Ability to design form in virtually any layout including logos, signatures and messaging. • Terms and Conditions Tab for .rtf upload	• Form design layouts for Purchase Order, Invoice and Statement forms • Assistance and training setting up accounts • $500 x 3	$1,500
Auto Document Express™ for forms	• Component which automates the Document Express functions of FTP, import, and distribution of documents via print and other distribution methods that are licensed (email) • Installed as a service or standalone application – customer determined	• Runs on a server and can service all designated Infor Users • Includes a scheduler – may run on a time interval or on a schedule • Discounted from $1,995 list price	$1,500
Email Forms For forms	• Distributes reformatted documents via email as a PDF • Interfaces to Customer's SMTP Mail Server • Allows for global email setup of subject and message line • Incorporates predefined data from the form into the email or subject area (e.g. PO number)	• Interface is incorporated into the Customer's customized print routine • Retrieves email address from Lawson Tables or stores them within the Document Express Database • Discounted from $5,995 list price	$5,500
Signature Service	• Signature Digitization and Encryption	• 2 signature services • $250/each value	No Charge
Logos	• Customer to provide company logos in .bmp format	• Customer to provide	No Charge
Software Total Price			**$82,435**

Payment Terms: 50% payment due at Agreement signing and 50% due after software delivery.

Exhibit B to
Software License Agreement Dated as of _____
Maintenance Fee Schedule

Exhibit Bto the Software License Agreement between MHC Software, LLC., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee County, 901 North 9th Street, Milwaukee, WI, 53233 ("Customer").

The annual maintenance fee is 18% of current list price at the time the maintenance fee is due. Listed below are the current list prices of the following Software products as of Software Agreements License Effective date of _____.

Software	Current List Price
Document Express Accounts Payable	$11,995.00
AP Interface	$1,000.00
Forms Design Accounts Payable Check and Overflow	$500.00
Positive Pay Module for AP with Transmission	$5,995.00
AP ACH Module	$5,995.00
AP ACH Addenda Record Format	$4,000.00
Pay Card Module for AP	$3,995.00
e-Remit Module	$5,995.00
Bank Reconciliation for AP	$3,995.00
Document Express 1099 Module	$1,995.00
Document Express 1099R Module	$2,500.00
Document Express Payroll	$11,995.00
Payroll Interface	$1,000.00
Forms Design Payroll Check and Direct Deposit Advice	$500.00
Line Item Maintenance Module	$1,495.00
Document Self-Service Electronic W-2 Web Delivery with User Options	$7,995.00
Document Self-Service Electronic W-2 Add-on- TurboTax Interface	$2,000.00
Document Express Laser Forms	$11,995.00
Interfaces (3)	$3,000.00
Form Designs (3)	$1,500.00
Auto Document Express™ for forms	$1,995.00
Email Forms For forms	$5,995.00
Total Software Current List Price	$97,435.00
Annual Maintenance Fee 18% of Current List Price	$17,538.30

Exhibit C to
Software License Agreement Dated as of _____
RFP Functionality Matrix

[attached]

MHC Functionality Requirements

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
Accounts Payable						
161	Free form addenda record	H	T		MHC Document Express	One AP ACH CCD format
162	NACHA SEC (Standard Entry Class) codes for addenda records	H	T		MHC Document Express	One AP ACH CTX format and one AP wire format
163	Ability to attach multiple addenda records.	H	T		MHC Document Express	One AP ACH CTX format
167	Ability for user-defined check and check stub formatting, including ability to modify without requiring assistance from the software vendor.	H	T		MHC Document Express	MHC provides check format and then customer uses Edit Account Information for overlay additions and changes
168	Ability to have several check print formatting options available	H	T		MHC Document Express	MHC provides check format and then customer uses Edit Account Information for overlay additions and changes
178	Ability to print laser checks on plain paper stock.	H	T		MHC Document Express	Blank secure check stock recommended for security purposes
181	Ability to print a duplicate, non-negotiable copy of all checks.	H	T		MHC Document Express	Print copy functionality in Document Express account history
182	Ability to customize order that checks are printed (vendor name, check number or other user-defined order).	H	T		MHC Document Express	Sort functionality in Document Express
188	Ability to produce, through secure printers, checks with MICR encoding and electronic signatures.	H	T		MHC Document Express	MHC Document Express adds the MICR encoding and signatures as overlays for the negotiable check printing
214	Ability to print 1099 information and the related forms only for vendors with payments in excess of the designated IRS amount	H	T		MHC Document Express 1099 Modue	Infor 1099 output file data is mapped into Document Express 1099 module for 1099 formatting and printing
215	Ability to print on demand, SINGLE 1099 information and the related form for SINGLE vendor regardless of dollar amount	H	T		MHC Document Express 1099 Modue	Infor 1099 output file data is mapped into Document Express 1099 module for 1099 formatting and printing
229	Ability to save all export files, import files and check images (front and back) within the system for retrieval.	H	N		MHC Image Express	Customer isn't licensing MHC Image Express so MHC won't be providing this functionality
Contract Management						
67	Ability for use of electronic signatures	H	T		MHC Document Express	
Employee Manager Self Service						
37	Ability to provide on-line viewing of pay stubs, W-2 forms, and 1099-R forms.	H	T		CS PS - Payroll, Employee Self-Service (EMSS), MHC Document Self-Service	MHC Electronic W-2s only. Online pay stubs using Infor and 1099-R won't be online.
38	Ability to produce employee copy of W-2 (1099-R for retirees) back seven years.	H	T		CS PS - Payroll, Employee Self-Service (EMSS), MHC Document Self-Service	MHC 1099 Module with additional 1099-R formatting and printing.
99	Ability to publish accrual amounts for catastrophic leave on self-service and pay stub so employees can track their own hours.	L	Y		CS PS - Payroll, Employee and Manager Self Service	
Accounts Receivable						
70	Ability for user to define an invoice format specific to each bill type without programming intervention required.	H	T		CS PS - Billing; MHC Document Express	One Invoice layout
71	Ability for the bill print formatting features to be enabled by forms design tools, not performed through mail merge.	H	T		CS PS - Billing; MHC Document Express	Data from Infor mapped to Invoice created in MHC Document Express
72	Ability to print invoices in a specified order such as customer number, customer name, invoice number, zip code etc.	H	T		CS PS - Billing; MHC Document Express	Sort functionality in Document Express
82	Ability to barcode invoices and have receipting scanners identify the customer account/invoice for applying payments.	H	T		CS PS - Billing; MHC Document Express	MHC can add a barcode on the invoice but isn't involved with receipting scanning process.
86	Ability to reprint billings/invoices.	H	T		CS PS - Billing; MHC Document Express	Document Express reprint and/or copy functionality.
87	Ability to develop invoices with multiple pages of detail with the option to summarize the charges onto one line item with an attachment.	H	T		CS PS - Billing; MHC Document Express	MHC Document Express Laser Forms will create one Invoice format with multiple pages of detail, not summary with attachment.
89	Ability to e-mail an invoice versus printing and mailing.	H	T		CS PS - Billing; MHC Document Express	MHC Document Express Email Forms for Invoices
Payroll						

327	Ability to provide computer-generated payroll checks.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
328	Ability to print check and stub, or earnings statement, on self-mailer check form.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
329	Ability to print checks in prescribed sequence that can be changed at any time by users.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
333	One check	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express Active Documents or Document History
334	Small group of checks	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express Active Documents or Document History
335	Entire check run	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express Active Documents or Document History
336	Ability to automatically advance to next paycheck to continue stub printing.	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express to format page 1 as negotiable check and page 2 as overflow stub information
342	Ability to print payroll replacement checks.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
343	Ability to void payroll check or direct deposit and reissue a new check or process a direct deposit for the same payment.	H	Y		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
344	Ability to print single payroll checks for employees even if they are working in multiple positions or funded from multiple funding sources.	H	Y		CS PS - Payroll; MHC Document Express	As long as the employee has a single EIN, they can receive a single payment.
346	Ability of the advice / check stub to be simple to read/understand and have all relevant detailed information regarding the employee, earnings, and deductions, including annual accumulators as defined by user. State law may require each earning code and rate to be shown separately.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
347	Ability to print the name of financial institution on direct deposit advice.	H	T		CS PS - Payroll; MHC Document Express	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
348	Ability to support MICR printing	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express overlay for MICR encoding
349	Ability to support printing the check signature with proper security of the signature.	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express signature logic
410	Ability to interface with payroll check print program	H	T		CS PS - Payroll; MHC Document Express	MHC Document Express Payroll interfaces to Infor payroll data for formatting
461	Ability to post on-line year-end Forms (W-2) for each person employed by the County during the tax year and 1099-R for every retiree.	H	T		MHC Document Self-Service	Only MHC DSS for Electronic W-2s. Not 1099-R as those forms are printed and mailed.
464	Ability to produce duplicate W-2 and W-2C forms to replace lost or misplaced forms.	H	T		CS PS - Payroll; MHC Document Self-Service	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).

465	Ability to produce early Forms W-2, forms W-2C, and duplicates on a demand basis.	H	T		CS PS - Payroll; MHC Document Self-Service	Infor Payroll generates employee payment and W-2 data. MHC is used to format this data into print-ready forms such as checks, payment stubs and advices, and Federal Forms (1099s, W-2s).
466	Ability for employees to download W-2 information into tax software	H	T		CS PS - Payroll; MHC Document Self-Service	MHC Document Self-Service-TurboTax Interface must be licensed.
468	Ability to track poll workers as vendors and generate 1099Ms for poll workers when necessary.	H	T		CS PS - Payables, MHC Document Express	MHC Document Express 1099 Module for 1099M document formatting and printing.
Purchasing						
275	Ability for employees to scan, attach, and upload multiple supporting documents to a requisition or PO at the same time in a single batch	H	N		CS PS - Purchasing; MHC Image Express	Not MHC as Customer isn't licensing MHC Image Express

**Exhibit D to
Software License Agreement Dated as of _____
License Fee and Software Services Schedule for Optional Additional Software Purchases**

Exhibit D to the Software License Agreement between MHC Software, LLC., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee County, 901 North 9th Street, Milwaukee, WI, 53233 ("Customer").

The information below pertains to pricing for any optional required add on compliments to the existing software licenses. The below software is not included in the current scope of the ERP Solution but may be licensed by Milwaukee County in future. This pricing will be valid for one year from the Software Agreement's license effective date.

Optional Software	Key Features	Inclusions	Price
1042S Insta Document	• InstaDocument for the 1042S application to be created in Document Express • Manual input of the 1042S information into the InstaDocument • Customer to order preprinted 1042S forms • Full Document History	• Unlimited manual input volumes	$3,000
Auto Fax for Forms	• Distributes reformatted documents via fax based on Customer-determined business rules (e.g. distribution method set in Infor) • Interfaces to Customer's existing fax system via SMTP or API	• Interface is incorporated into the Customer's customized print routine	$6,500
Purchase Order Attachments	• Document Express to read a field in Infor PO output file to confirm which documents in a designated vendor folder to attach with the Purchase Order being emailed • Suggest using a special character to indicate that the comment line is the file name to attach	• Unlimited volume processing	$7,000
ODBC Programming	• ODBC Programming to perform a SQL call to capture information from the Lawson Database to be displayed on a determined document type	• Performed at time of Infor file import • $175/hour	SQL Call needs to be scoped and quoted

| mhcKBA Auth-entication | • MHC Knowledge-Based Authentication (mhcKBA) is an extension to the Document Self-Service Release 5.1 core functionality. It allows organizations without an authentication data source to utilize a series of personal security questions as the user authentication method. Users authenticated via mhcKBA will gain access to their documents via MHC Document Self-Service delivery methods
• Security questions configured by a customer must include a combination of one or more questions such as: Social Security Number, birth date, home address zip code, employee number, etc.
• The answers to the configured security questions must represent a unique combination for each user
• Customer assumes responsibility for providing MHC with the "answers" to the user security questions and determining that the selected combination of security questions meets the customer's corporate security standards to allow its employees to gain access to personal documents
• Users register their accounts the first time they log in using mhcKBA authentication. Users enter an email for their username (or a field is mapped as the username from the available user profile attributes), validate that email address, choose a password, and optionally add a secondary email address
• Users who forget their password will need to answer the same security questions to regain access to the website in order to access documents and/or manage their document delivery settings
• Requires the customer to procure and implement a certificate for the website | • Unlimited number of active, inactive or terminated users can use mhcKBA authentication method to gain access to the system
• mhcKBA can be used as a secondary authentication mode for inactive employees in organizations with a primary authentication mode (such as LSF9, AD) already in use for active employees; it is still the customer's responsibility to provide personal data for inactive employees in order to support the authentication
• Implementation services, training, and documentation
• Out of Scope: As an additional chargeable extension option, MHC could manage user personal questions to support user password reminders and maintenance (pet name, mother's maiden name, etc.) instead of requiring users to re-answer | $7,500 |

Optional Software	Key Features	Inclusions	Price
		the initial security check questions	

Exhibit E to
Software License Agreement Dated as of _____
Administrative Directive on Remote Network Access

[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

Exhibit F to
Software License Agreement Dated as of _____
Administrative Directive on Acceptable Use

[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.

Information Management Services Division
Department of Administrative Services

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 <u>not</u> 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

Information Management Services Division

Department of Administrative Services

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