

SOFTWARE SUPPORT AGREEMENT

This Software Support Agreement ("Support Agreement") is entered into this 11th of December, 2015, by and between Chenosa Systems Corporation dba ProPhoenix, a New Jersey corporation, with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix") and the County of Milwaukee, WI a municipal corporation with its principal place of business at 901 North 9th Street Milwaukee, WI 53233 ("Licensee").

WHEREAS, ProPhoenix and Customer have entered into a Software Acquisition and License Agreement, which sets forth the terms and conditions under which Customer is acquiring and licensing the ProPhoenix Software;

WHEREAS, Customer desires to obtain the Support Services described herein in connection with its use of the ProPhoenix Software, and

WHEREAS, ProPhoenix desires to provide those Support Services;

NOW, THEREFORE, in consideration of the covenants set forth herein, the Parties agree as follows:

This Agreement shall begin on the date first written above.

Subsequent Year Software and Support Fees begin (1) one year from go live ready date.

Support Year	Annual Support Fee	When Invoiced
Year 1	\$	Waived
Year 2	\$ 120,500.00	1st Anniversary of go live ready date
Year 3 - 6%	\$ 127,730.00	2 nd Anniversary of go live ready date
Year 4 – 6%	\$ 135,394.00	3 rd Anniversary of go live ready date
Year 5 – 6%	\$ 143,517.00	4 th Anniversary of go live ready date
Each year thereafter	Limited to 3% maximum increase over prior year's total.	

PART I. SUPPORT AND MAINTENANCE TERMS**1.0 SOFTWARE SUPPORT**

1.1 During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

- A. **Enhancements** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.
- B. Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.
- C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.prophoenix.com>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

1.2 ProPhoenix will endeavor to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

1.3 Requests for support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

1.4 Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at

Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

2.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES

2.1 ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

2.2 ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

2.3 Licensee will be responsible for the following:

- A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation.
- B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E. All maintenance and support of any network linked to the CPU containing the Software.

2.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into

a new Software Support agreement with Licensee only on re-negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

2.5 In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

2.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software, provided, however, that if installation of the new version requires Licensee to pay a new purchase price, Licensee may choose not to purchase the new version and shall receive support through the end of the current Software Support period. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

2.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

2.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

2.9 Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

PART II. PAYMENT AND OTHER GENERAL TERMS

1.0 FEES AND INVOICES

1.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective after an uncured event of default under section 3.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, as

well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

1.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

1.3 All invoices are due and payable in US dollars upon receipt. Late payment charges will be imposed at the rate of 1.5% per month, including any fees overdue for an increase in the number of Concurrent Users.

1.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

1.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

1.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

2.0 TERM

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

3.0 TERMINATION

3.1 This Agreement may be terminated as set forth in this Section 3 (or Section 5 below).

3.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within thirty (45) days after receipt of written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s)) immediately upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of

default under this Section 3.2:

- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

3.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 7 of this Agreement.

3.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

3.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

3.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

4.0 ASSIGNMENT

4.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

4.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

5.0 WARRANTY AND INDEMNITY

5.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at

ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

5.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

6.0 LIMITATIONS

6.1 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

6.2 EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 5.2 OR SECTION 7, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT

PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 5.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

7.0 CONFIDENTIALITY

7.1 Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 7 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

7.2 Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any

reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

7.3 ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

7.4 Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

8.0 GENERAL

8.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except that the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

8.2 This Agreement will be governed by and interpreted in accordance with the laws of the State of New Jersey, excluding its principles relating to conflicts of laws.

8.3 Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 7 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in

the State of New Jersey. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

8.4 Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

8.5 Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

8.6 No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

8.7 The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

8.8 After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I of the License Agreement, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

8.9 No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a

breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

8.10 ELECTRONIC SOFTWARE DELIVERY. With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledges that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

9.0 SOURCE CODE ESCROW OPTION

9.1 If desired by Licensee, ProPhoenix will deposit the *Source Code* for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 3.4.

9.2. In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

9.3. In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense

associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

10.0 DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 7.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at www.prophoenix.com, as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 9.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix-Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

MILWAUKEE COUNTY STANDARD TERMS AND CONDITIONS

1. CONFLICT OF TERMS

If there is a conflict between any term contained in the Milwaukee County Standard Terms and Conditions and any other term or condition contained in this Agreement or any of its Exhibits, then the Milwaukee County Standard Terms and Conditions shall prevail and shall be given full force and effect.

2. INDEMNITY

Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs 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, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs or software or any related materials involved in the performance of the tasks and services covered by this Contract.

3. AGREEMENT OF CONTRACTOR

Contractor shall complete the work as provided herein in a professional and workmanlike manner.

4. ADDITIONAL CONTRACTUAL TERMS

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees

to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

5. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

6. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The County further reserves the right to terminate this Contract at any time for any reason by providing Contractor thirty (30) days' written notice by U.S.P.S. Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of this Contract.

7. FUNDING

If funds are not appropriated for payment of this contract, the County may terminate the construct upon thirty [30] days' written notice without any early termination penalties, charges, fees, or costs of any kind to the County.

8. TERMINATION BY COUNTY FOR VIOLATION BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate this Contract by giving two (2) business days written notice of termination, specifying the alleged violations and the effective date of termination. This Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the second day of such notice. In the event of the termination of this Contract, Contractor will be paid for the work completed in accordance with the terms of this

Contract and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

9. AMERICANS WITH DISABILITIES ACT

Contractor agrees to comply with the nondiscrimination requirements of Title II and III and other provisions of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended and currently cited as 42 USC 12101, et seq.

10. AUDIT AND INSPECTION OF RECORDS

For a period up to three years after completion of the Contract, Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to this Contract. Contractor must obtain prior written County approval for all subcontractors and/or associates to be used in performing any of the obligations described in this Contract. There must be a written Contractual agreement between the Prime Contractor and its County-approved subcontractors and/or associates, which binds the subcontractor to the same audit Contract terms and conditions as the Prime Contractor.

11. ASSIGNMENT LIMITATION

Contractor is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Contractor may, with 21 days' written notice to the County assign this Agreement in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

12. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

13. AMENDMENT

This Contract may be amended or modified only by a written amendment to the contract signed by both parties.

14. BILLING

Upon execution of this Contract, Contractor shall provide the County with an invoice for the services described in the SOS, which shall include but not be limited to, the following information:

- A. Date(s) of services.
- B. General description of services provided.
- C. Invoices shall be sent to:

Laurie Panella, CIO
Milwaukee County Information Management Services Division
633 W. Wisconsin Ave, Ste 1100
Milwaukee, WI 53203
Laurie.Panella@milwaukeecountywi.gov

15. NOTICES

Notices to the County provided for in this Contract shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, addressed to:

Laurie Panella, CIO
Milwaukee County Information Management Services Division
633 W. Wisconsin Ave, Ste 1100
Milwaukee, WI 53203

Notices to Contractor shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, to:

Jeffrey Reit, Executive Vice President
ProPhoenix Corporation
19275 W. Capitol Drive, Suite 201
Brookfield, WI 53045

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

16. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services [SOS], all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with Milwaukee County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of Milwaukee County. It is understood that any replacement person or persons shall possess substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

Guaranteed Most Favorable Terms. Contractor certifies and agrees that all of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than those offered by Contractor to other State and Local Government customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to the execution of this contract for services procured under this contract and any related pricing. Should Contractor announce a general price reduction or make available to other State or Local Government customers more favorable terms or conditions with respect to any of the services contained in the SOS, such prices, terms and conditions will be made available to Milwaukee County upon the date the general price reduction or more favorable terms and conditions become effective.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

17. CODE OF ETHICS

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part: "No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may

solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby."

Contractor during the period of this agreement shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

18. TAXES

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

19. WARRANTY

6.1 Warranties

Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement.

In addition to representations and warranties made elsewhere in this Agreement, any Exhibits attached thereto, and any Statement of Work, Contractor represents and warrants to County that:

6.1.1 General

Contractor has full authority to enter into this Agreement, that this Agreement is not inconsistent with any of its other obligations, and that this Agreement does not create a conflict of interest.

6.1.2 Expertise

Contractor and its subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to design, implement, test, and deliver the System in the manner specified in this Agreement in the time period and at the prices specified herein.

6.2 Services

Contractor shall perform the services required under this Agreement in a good, timely, workmanlike, and professional manner, by qualified personnel, in accordance with all applicable industry standards, and in accordance with all applicable rules and regulations, and in accordance with the Specifications and other requirements under this Agreement.

The parties agree to the terms and conditions of this Support Agreement as of the date set forth above.

FOR PROPHOENIX CORPORATION

By: DocuSigned by:
Jeffrey Reit 12/21/2015
744D54176BE5414
Jeffrey Reit, Executive Vice President (Date)
ProPhoenix Corporation

FOR MILWAUKEE COUNTY

By: DocuSigned by:
Laurie Panella 12/21/2015
852C38E74004439
Laurie Panella, CIO (Date)
Information Management Services Division

By: DocuSigned by:
Patrick Lee 12/21/2015
93CABD0C30364CB
Patrick Lee, Director (Date)
Procurement Division



Statement of Work

Between

**Milwaukee County Information Management Services Division (IMSD)
For: CJIS Replacement Project**

And

ProPhoenix Corporation

502 Pleasant Valley Ave
Moorestown NJ 08057
(609) 953-6850
www.prophoenix.com

For An Integrated Corrections Management System (CMS)

Revision History

Version	Date	Name	Description
.1	11-14-14	Susan Larsen	Initial Draft
.2	02-06-15	Jeffrey Reit	Revisions
.3	06-03-15	Jeffrey Reit	Revisions
.4	06-04-15	Andrew Carrion	Added Pretrial Interface

Executive Summary

Milwaukee County has selected ProPhoenix Corporation to implement a turnkey Corrections Management software solution that is a browser-based, commercial off-the-shelf (COTS) and modularly designed system, along with required interfaces that meet its business and technical requirements. ProPhoenix Corporation is headquartered in Moorestown, New Jersey and maintains a satellite office in Brookfield, Wisconsin.

ProPhoenix will be directly responsible for the successful software implementation and on-going maintenance in collaboration with the Milwaukee County Information Management Services Division (IMSD), Milwaukee County Sheriff's Office (MCSO) and Milwaukee County House of Corrections (HOC). It is anticipated that the Corrections Management System (CMS) application which is comprised of industry standard correctional facility management modules, will be used by approximately XXXX sworn officers, and XXXX civilian support staff in two Milwaukee County facilities known as the Milwaukee County Jail (Jail) and the Milwaukee County House of Corrections (HOC). Currently, these facilities function independently, each as a single jurisdiction environment and serving a combined incarcerated average daily population of approximately 2,300 inmates.

Statement of Work (SOW) Approach

This Statement of Work (SOW) will be utilized by ProPhoenix Corporation and IMSD in conjunction with MCSO and the HOC. Further, this SOW governs the project scope, deliverables, mutual responsibilities, assumptions, payment milestones, implementation, resource needs and other project tasks as part of the delivery of an integrated Corrections Management System (CMS) purchased from ProPhoenix and services performed to successfully convert both correctional facilities from their existing environments.

Milwaukee County would like to implement and begin using the system as soon as possible. Due to customized functionality and interface developments required within the scope of this Project, it is realistic to expect the Project to commence within two weeks and last for approximately 9-12 months. ProPhoenix commits to expediting all deliverables as soon as reasonably possible while maintaining quality assurance and meeting customer expectations.

Work will be performed at Jail, HOC and ProPhoenix offices as necessary. All work will be performed on business days during normal business hours, except when both parties agree otherwise.

IMSD, MCSO, HOC and ProPhoenix expect and agree that the SOW will be modified from time to time, especially after ProPhoenix gains a more complete understanding of each Milwaukee County facility existing processes and specific requirements. Any changes to this SOW will be agreed to by all parties and amended accordingly.

It is understood that the scope of this effort is to replace all necessary software capabilities that currently exist in the CJIS system, as well as accommodate all existing interfaces, queries and batch jobs and identified reports. This is not to say that this new system will attempt to duplicate existing functionality, but rather accommodate the business need and in many cases improve overall capabilities. Additional work activities or software functionality not described in the SOW and/or the Proposal will be considered a change to this project and will be authorized by IMSD using the Project Modification Request process outlined in the Change Management Process section of the SOW.

This SOW shall become effective on the date on which it is executed by both parties and shall terminate when each Deliverable has been met in all material aspects based on the criteria established in this agreement, including all procured software, interfaces, and converted data delivered and loaded into the Milwaukee County system, training delivered and the project close out meeting conducted, which shall be memorialized in writing.

ProPhoenix includes the ability to capture booking photos, print barcodes, scan barcodes, and capture signatures using signature ePads, but the hardware necessary to support these functions are not included in the proposal submitted by ProPhoenix. ProPhoenix agrees to implement this functionality at no additional cost if the county opts to purchase this equipment, whether through ProPhoenix or other purchasing mechanisms.

Objectives & Engagement Approach

The Objective is to implement Licensed Phoenix Software at Milwaukee County and migrate to the Phoenix Corrections Management software solution.

ProPhoenix, with the cooperation of County staff, shall:

- Conduct a Site Analysis to understand the specificity of the JAIL and HOC environments.
- Install third party hardware and software sold through ProPhoenix as described in this SOW.
- Work closely with the IMSD/MCSO/HOC Project team and system administrator and configure Phoenix software to optimize its usability.
- Work with MCSO and HOC to define and map data for conversion to ProPhoenix and perform data conversion as agreed.
- Deliver, install, configure, and test the Interface requirement described in the SOW.
- To determine the deployment approach and establish all technical pre-requisites / dependencies for selected approach.
- To determine high level technical risks and mitigation steps related to SOW.
- To finalize the project requirements through the use of Gap Analysis processes and provide a document outlining all functional requirements to be agreed on by the Parties. This will include mapping of required business processes to provided software functionality. These changes will be considered in scope for this effort. It should be understood that the intent of this analysis is to ensure the business requirements of both MCSO and HOC are met and may include recommendations for system settings, and configuration changes. It is also understood that minor software customization may be required, but it is also understood that in some cases business processes may need to change in order to align with current business standards. IMSD must review and approve all changes identified and agreed to by ProPhoenix, HOC, and MCSO.
- To determine whether use of single or multi-jurisdictional configurations is the best approach for the efficient transfer of inmate demographics and booking data between the facilities as inmates are transferred between the facilities through the normal course of business in Milwaukee County.
- To set up Test (QA), Training and Production environments.
- To review other systems interfacing with ProPhoenix and ensure continued integration of other systems with ProPhoenix, post Go Live.
- To review pre-built SSRS reports and approved data extracts going to other agencies and to ensure continued support to those processes post Go Live.

- To document and ultimately mitigate the development needs identified in the Functional Requirements report.
- To migrate production data to new system
- To train people identified by IMSD to install, upgrade, configure, maintain, operate, back-up, restore, identify and report faults in the Corrections Management Software. IMSD staff trained will include representatives from the Server team, network team, and application team as deemed appropriate by Milwaukee County. Information obtained during this training will be incorporated into an internal IMSD support plan.
- To conduct system and Admin training of identified staff, using a train-the-trainer approach.
- To assist in Go Live transition.
- ProPhoenix is not responsible for decommissioning and removal of any existing hardware, software or technology used by Milwaukee County or its agencies. IMSD will initiate an internal effort to decommission any existing servers, software, or technology deemed obsolete after the new ProPhoenix CMS is implemented.
- Review recommended application architecture with IMSD to ensure best practice and satisfactory performance. Assist IMSD with setup and licensing of software on new server(s) as needed. IMSD will utilize existing VMWare environment for any new servers.

Interface to the new Phoenix CMS

The interfaces identified below exist with the current CJIS system. Several of the identified interfaces can be accommodated using a single transaction table, thus minimizing the number of interfaces that must be developed. IMSD staff will work with ProPhoenix developers to ensure vendors receiving data continue to get the same data when CJIS is replaced. In some instances, IMSD will need to assist with altering existing SSIS packages that exist. IMSD staff will ensure that all developed interfaces meet CJIS Security Requirements. New interfaces to any new software or processes are not in scope for this effort.

1. SSAF This is the MPD Booking Interface. MPD is looking to implement a new RMS so now is a good time to provide them with some specs on how you want the data delivered. This can then be consistent with what you want to put in place with the other municipalities to pass booking data.
2. Imageware – Potential exists that we may eliminate this product and use the embedded capabilities in Phoenix RMS. If not, then an interface will need to be built. The interface could probably use the same approach where you present the data using a transaction table.
3. ID Networks (Fingerprint) Standard livescan interface
4. Inmate Phone County currently sends new bookings, Identifications, housing changes, and release info.
5. Renovo Video Visitation Similar to Inmate Phone and Commissary, we send new bookings, Identifications, housing changes, and release info.
6. CenturyLink Video Visitation (New) Same as above. This is the new system that is currently in place at the Jail
7. Commissary Send new bookings, Identifications, housing changes, and release info.

8. Inmate Trust County currently sends new bookings, Identifications, housing changes, and release info.
9. Jail Activity (HOC and Jail)
10. Inmate Lookup Currently ProPhoenix has built a custom process to populate the Inmate Lookup website. After CMS implementation, this can be eliminated and County will use the standard CMS inmate locator configuration.
11. JPay Deposits Send new bookings, Identifications, housing changes, and release info.
12. JPay Kiosk (Tablet) County provides the same info to this vendor as inmate phone. We currently send new bookings, Identifications, housing changes, and release info.
13. WebFocus (no development necessary for this interface. This product pulls data directly through a linked SQL Server. WebFocus database has read only access to the Phoenix RMS data
14. CCAP Will be used to import court disposition information, including amended charges. We actually have interface code that can be leveraged by your team that we currently use for a different application (this is a previously contracted RMS interface)
15. MedRec Chart Locator We currently provide inmate names and housing information.
16. CorEMR Same as the inmate phone interface. We currently send new bookings, Identifications, housing changes, and release info.
17. VINE We currently send new bookings, Identifications, housing changes, and release info
18. NCIC Interface – Provide for TIME checks when a new booking is created.
19. Pretrial Services Interface County currently sends new bookings, Identifications, housing changes, and release info.
20. Classification MS Access Database Classification functions will be incorporated into the Phoenix CMS product.

Professional Services Engagement

Single Point of Contact

Milwaukee County and ProPhoenix will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the period the SOW is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, a two week written notice is required. For a change resulting from an emergency, prompt and immediate notice is required.

The Milwaukee County IMSD contact person is:

Andrew Carrion, Public Safety Business Analyst
Milwaukee County
2711 W State St
Milwaukee WI
Phone # 414.278.2038
Email: acarrion@milwcnty.com

The ProPhoenix contact person is:

Sue Larsen, Manager of Professional Services
ProPhoenix Corporation
19275 W Capitol Dr. Suite 201
Brookfield WI 53045
Phone # 609.953.6850 x 263
Email: sue.larsen@prophoenix.com

Change Management Process

The Party who would like to request a change in scope for this engagement will provide the suggested change in writing to the other Party through the Project Points of Contact. The Project team will jointly determine whether the change impacts the schedule, cost or other terms of the contractual agreement. The parties may mutually agree to the change through a written Change Order to this SOW. Changes to the scope of work for this engagement must be approved in writing by IMSD and ProPhoenix prior to the SOW being amended by the proposed Change Order.

Deliverables & Schedule

Prior to submission of each Deliverable, the Milwaukee County Business Sponsors and the ProPhoenix Project Manager will jointly review, revise if necessary, and approve the acceptance criteria that will be used in evaluating each Deliverable in advance of the Deliverable Milestone date.

ProPhoenix will submit the required deliverables specified in this SOW to the Business Leads for each facility for

approval and acceptance. The Business Leads and their respective team members will review the work product for each of the Deliverables and evaluate whether each Deliverable has been met in all material aspects to the criteria established in this agreement.

Once reviewed and favorably evaluated, the Deliverables will be deemed acceptable and billing for the achieved Milestone can be submitted for payment.

Task/Deliverable	Scope of Delivery	Assigned As Responsible	Estimated Completion	Dependency
Statement of Work		ProPhoenix	7/1/2015	Agreement by Parties
Project Kick-Off			07/15/2015	
Background Checks	All ProPhoenix employees working on-site will submit to fingerprint based background investigation	ProPhoenix, IMSD	6/1/2015	
On-Site Analysis JAIL	In-depth analysis of current workflow processes and SOPs at Milwaukee County Jail	ProPhoenix MCSO	Prior to 9/1/2015	Scheduling, background checks for access
On-Site Analysis HOC	In-depth analysis of current workflow processes and SOPs at Milwaukee County House of Correction	ProPhoenix HOC	Prior to 10/1/2015	Scheduling, background checks for access
Gap Analysis	In-depth analysis with screen by screen comparison review of CJIS and CMS with final report published	ProPhoenix IMSD, JAIL, HOC	Prior to 11/15/2015	Resources available for sufficient time required to complete analysis
Functional Requirements	Report to be published outlining the results of On-site Analysis and Functional Requirements analysis with detailed description of each identified item and resolution	ProPhoenix	12/1/2015	Completion of on-site and Gap Analysis meetings
Pre-Requisites Checklist	Critical checklist of IT related information	IMSD	8/15/2015	All servers, SQL software and IP

	necessary for software installation			addresses set in preparation for software installation
Install software	Confirm .net & IIS installed; database set up and configuration on server; software installation; configure Live and Training databases	ProPhoenix	8/30/2015	Pre-requisites checklist to ProPhoenix
System Administrator training	Classroom style – 3 days includes overview of CMS, system parameters and coded table maintenance	ProPhoenix MCSO, HOC, IMSD	12/1/2015	Installation of software; training facility ready
Follow Up System Administrator training	Up to 2 additional days on-site with each facility	ProPhoenix MCSO, HOC, IMSD	01/1/2016	
Data Conversion	(a) Schedule on-site with System Admin for data mapping review (b) needs analysis – analyze and determine data to be converted (c) obtain back up of CJIS database (d) work with customer to finalize code mapping (e) perform test record conversion (f) each facility to review test records (g) adjustments to conversion programming if necessary (h) Post Go Live final conversion	ProPhoenix, MCSO, HOC ProPhoenix ProPhoenix, IMSD ProPhoenix, MCSO, HOC ProPhoenix MCSO, HOC ProPhoenix ProPhoenix	02/1/16- ongoing through Post Go Live	Identification of key agency personnel dedicated to conversion process
Hardware Setup	Configuration and set up in CMS for additional hardware that may be	ProPhoenix	02/1/16	Separate proposal needed for purchase of hardware items

	<p>purchased by Milw Co through additional proposal:</p> <ol style="list-style-type: none"> 1) Booking cameras 2) WASP Printers 3) Bar code scanners 4) Signature ePads <p>Remote barcode scanning</p>			<p>through ProPhoenix.</p> <p>Camera mounting to be completed by facility.</p>
Development	Development and programming of customized functions determined through Gap Analysis and outlined in Functional Requirements report	ProPhoenix	02/1/16-5/1/16	On-site ProPhoenix Application Specialist to work with SMEs at each facility
Testing	QA and UAT on-site at each facility and in ProPhoenix offices		5/1/16-07/1/16	On-site ProPhoenix Application Specialist to work with SMEs at each facility
Train the Trainer	Up to 8 days of Classroom sessions for Training personnel at each facility;	ProPhoenix MCSO, HOC	07/15/16	Scheduling
Interfaces	Configure, implement and test all 3 rd party interfacing at each facility as outlined in the Functional Requirements document.	ProPhoenix	3/1/16-07/15/16	
Go Live Preparation	Review all parameters, coded tables, roles, required items; devise plan for entry or conversion of existing booking at	ProPhoenix MCSO, HOC	06/15/16	Completion of all agreed development items, training completed, interfaces ready in Live, completion of System

	Go Live date; set Go Live date for each facility			Administrator tasks
Functional Acceptance Testing	Review and dual software practice		07/01/16-07/15/16	Recommended: 30 consecutive days
Targeted Go Live	Stop use of CJIS and begin using CMS for all bookings and facility management on scheduled date	JAIL, HOC	8/1/2016	Reasonable readiness after Go Live preparation confirmation and Functional Acceptance Testing
Post Go Live Support	Up to 2 days of on-site Go Live support	ProPhoenix	completed by 9/15/16	Based on User need and facility requirements

Risks

- Availability of IMSD, JAIL and HOC resources.
- Substantive changes in the scope of work or deliverables will alter the timeline and expected completion dates for all subsequent elements of the Project.
- Changes in personnel assignments in either of the facilities and IMSD may alter the timeline and expected completion dates for all subsequent elements of the Project.

Assumptions

- Milwaukee County server infrastructure, appropriate for the number of users, is in place including required Operating systems. Current recommendations by ProPhoenix include a separate CMS server running Windows 2012 R2 and will include (copy specs of existing RMS server)
- Secure remote access to the Milwaukee County IT infrastructure is in place and will be provided to ProPhoenix.
- Project team members and all resources will be identified and in place by 12/1/14.
- Any additional interfaces or conversion of data not quoted in the Proposal that requires additional development will be managed as a separate project. The quoted interfaces and data conversion will be defined as part of this SOW and set forth in a separate section.
- County agrees to make available, without charge to ProPhoenix, office space and (other items such as office furniture, office equipment, phone and photocopying) needed by Contractor for the performance of its services agreed to within this Contract.

Constraints

- Scheduling of some remote access-related Deliverables will need to occur prior to 11:00 am Central Time.
- All work performed will be kept within the scope of the Project. Any additional work identified through the course of the Project and deemed to be outside the scope will need additional Proposal and agreement by the parties.

Critical Success Factors

- All risks are accurately identified and strategies developed to minimize effect on the successful completion of the Project.
- Where differences occur in facility procedures and processes, that all parties employ a realistic approach to problem solving; keeping in mind that some existing processes may be altered to accommodate the correctional management application (ProPhoenix) and the goals, needs and requirements of JAIL, HOC and IMSD.

Roles & Responsibilities

Role	Name	Responsibility
Project Manager	Sue Larsen, ProPhoenix	<ul style="list-style-type: none"> • Work closely with the Milwaukee County Project Team to ensure successful delivery and installation of CMS; maintain effective and efficient communications • Coordinate SOW and all Deliverables with the Milwaukee County Project Team and ProPhoenix Implementation Team. • Will provide direction and coordination to the ProPhoenix Technical and Implementations teams. Schedule and manage all ProPhoenix resources. • Conduct status meetings with Project Team on a monthly basis or on a mutually agreed upon schedule. • Coordinate all ProPhoenix activities with Milwaukee County including but not limited to: remote installations, onsite project analysis, meetings and work, training activities, Go Live assistance and Post Go Live activities. • Maintain CRM with up-to-date status of the project. Communicate with the necessary executives to keep

		<p>everyone informed with the current project status.</p> <ul style="list-style-type: none"> • Track and manage modifications requests. • Manage all third party related tasks such as ordering, installation and completion of items to be installed. Assist with coordinating third party vendors for interfaces regarding requirements assessments, installations and testing processes. • Ensure all necessary approvals are in place before moving to the next Project phase. • Resolve disputes (if any) by coordinating with ProPhoenix management and the Milwaukee County.
<p>Project Oversight</p>	<p>Andrew Carrion, IMSD</p>	<ul style="list-style-type: none"> • Work closely with the ProPhoenix Project Manager to ensure successful delivery and implementation of CMS. • Coordinate SOW and all contract related Deliverables with the ProPhoenix Project Manager. • Utilize the ProPhoenix Customer Relationship Management (CRM) software and if needed, Microsoft Project, Outlook, Work, Excel and other software that may be necessary for Project Management activities. • Be the primary point of contact for the ProPhoenix Project Manager. Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager. • Be responsible for ongoing communication with JAIL and HOC staff regarding the project progress, issues and/or changes. • Conduct status meetings with ProPhoenix on a monthly basis or on a mutually agreed upon schedule. • Resolve disputes (if any) by coordinating with ProPhoenix management and Milwaukee County Project Team. • Work with Finance/Accounts Payable to ensure timely payment as outlined in the Agreement. • Provide agency documentation and/or third party vendor interface documentation or requirements to the ProPhoenix Project Manager. Assist with coordinating vendor conference calls and testing processes.

<p>Implementation Specialists</p>	<p>Jerry Ebert, ProPhoenix Mark Presper, ProPhoenix</p>	<ul style="list-style-type: none"> • Work closely with Milwaukee County Business Sponsors, Business Leads and SMEs during the course of the Project to identify and analyze business practices, standard operating procedures, critical work flow processes and customizations that may be required. • Work closely with ProPhoenix Engineers and QA Team to meet the requirements of Milwaukee County as agreed to by the parties in Deliverables. • Provide System Administration Training and Train the Trainer training as required. • Assist with QA and UAT activities. • Provide Go Live and Post Go Live support as required. • Provide updates for ProPhoenix training and User Guides.
<p>Conversion Manager</p>	<p>Greg Dietrich, ProPhoenix</p>	<ul style="list-style-type: none"> • Schedule on-site with System Admin for data mapping review. • Coordinate needs analysis – analyze and determine data to be converted • Obtain back up of CJIS database • Work with customer to finalize code mapping • Manage Conversion team that will perform test record conversion; adjustments to conversion programming, if necessary and perform Post Go Live final conversion.
<p>Business Sponsor</p>	<p>Andrew Carrion, IMSD Michael Hafeman, HOC Richard Schmidt, MCSO</p>	<ul style="list-style-type: none"> • Attend monthly Project Team meetings • Provide access to resources and facilities as required by ProPhoenix Project team members. • Assist with issue resolution and confirm work process changes, if any that may occur. •
<p>Business Lead</p>	<p>Dawn Gehlhoff, IMSD Pete Gehlhoff, IMSD Kerry McKenzie, HOC Deb Burmeister, MCSO Andy Carrion, IMSD Network Team, IMSD Server Team, IMSD Security Team, IMSD</p>	<ul style="list-style-type: none"> • Attend monthly Project Team meetings • Attend System Administrator training or assign a designee from each facility. • Perform system set up duties in preparation for Go Live such as: set system parameters, enter Personnel and assign roles, amend coded tables, prepare Training scenarios for training purposes. • Provide access to resources and facilities as required by ProPhoenix Project team members. • Participate in On-site Analysis and Gap Analysis sessions

		<p>to identify specific facility needs and SOPs.</p> <ul style="list-style-type: none"> • Review design changes (if any) for accuracy to determine if they meet agreed requirements. • Schedule appropriate personnel for Train the Trainer sessions
Subject Matter Expert (SME)		<ul style="list-style-type: none"> • Approximately 5 subject matter experts from each, MCSO and HOC • Provide information during On-Site Analysis and Gap Analysis as outlined in Deliverables. • Review converted test records for accuracy and completeness. • Provide UAT as required • Attend Train the Trainer sessions and provide End User training to their assigned Users.

Pricing

Payment Terms

All invoices are due within 30 days of issuance. A valid and approved purchase order is required in conjunction with this signed contract to commence work on this project.

Milestones:

1. **Project Initiation - 20%**
Upon agreement and final acceptance of SOW.
2. **Completion of Gap Analysis and Functional Requirements 10%**
3. **Installation of Completed Software Solution – 20%**
Upon licensing, installation and software accessibility on Milwaukee County test servers and with Training database.
4. **Completion of Training - 25%**
Upon completion of System Administrator and Train the Trainer sessions
5. **System Ready for Go Live 25%**
Upon completion of functional requirements and system ready for Go Live at both facilities.

Travel Expenses

Travel expenses will not be funded by Milwaukee County. Any travel related expenses are the responsibility of the vendor. IMSD will work with ProPhoenix to setup remote access and video conference calls to limit travel.

Support Services

All Support Services shall be provided as set forth in the Master Support Agreement. The first support payment of \$120,500.00 will be due one year from when the system is ready to go live, which is anticipated to be no later than January 01, 2016. This will coincide with the last project Milestone.

IMSD will prepare a detailed system support plan, which includes roles and responsibilities for both ProPhoenix and IMSD related to supporting and maintenance.

Sign-Offs

Signature of this proposal signifies acceptance and agreement with all items listed above.

Milwaukee County HOC

Signature Date

Print Name

Street Address

City, State, Zip Code

Milwaukee County Sheriff's Office

Signature Date

Print Name

Street Address

City, State, Zip Code

Milwaukee County IMSD

Signature Date

Print Name

Street Address

City, State, Zip Code

ProPhoenix Corporation

Jeffrey Reit 06/05/15

Signature Date

JEFFREY REIT

Print Name

ProPhoenix Corp.

Company Name

502 Pleasant Valley Ave

Street Address

MOORESTOWN, NJ 08057

City, State, Zip Code

STE 1

Appendix A (Proposal)

ProPhoenix Corporation



502 Pleasant Valley Ave,
Moorestown, NJ 08057
Phone: 609-953-6850
Fax: 609-953-5311
Web: www.prophoenix.com

Public Safety and Security Software Solutions Provider

Proposal For **CJIS Replacement for Corrections Management**

Proposal# 14-000039

Prepared for:

Date: 02/20/2014

Milwaukee County
Attention: Andy Carrion
8885 S 68th St

Valid Until: 11/28/2014

Franklin, WI 53132-8198
Phone# 414-427-4700

Submitted By:

Reit, Jeffrey

Phone# 609-953-6850 x251

E-Mail: jeff@prophoenix.com

Acceptance:

By ProPhoenix Corporation

Milwaukee County, Wisconsin

Jeffrey Reit 9/22/14
Signature Date

Michael Hoffmann 9/22/2014
Signature Date

Jeffrey Reit V.P.
Print Name Title

MILWAUKEE HOFFMANN / SUPERINTENDENT
Print Name Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company. Chenosa Systems dba ProPhoenix is a primary service provider for Key Power International, Inc.



ProPhoenix Corporation

Dear Andy Carrion,

ProPhoenix Corporation is committed to providing our customers innovative solutions using today's most current technology. All our products are written using Microsoft's .NET framework giving your agency ultimate flexibility in deployment and system management. Our dedicated staff at ProPhoenix is committed to your success.

I am pleased to submit this proposal for Phoenix Public Safety Software Solution and its related products and services. This proposal contains both summary and detailed pricing, terms, conditions and acceptance criteria.

Total Solution Cost:

Final Proposal Amount	\$1,165,000.00
Annual Support and Maintenance	\$120,500.00

Thank you for your
consideration. Sincerely,
ProPhoenix Corporation



ProPhoenix Corporation

Cost Summary:

Category	Cost		Final Price	ASW
ProPhoenix Items				
Application Software	\$690,000.00	-	\$690,000.00	\$103,500.00
Interface	\$90,000.00	-	\$90,000.00	\$9,000.00
Custom Job	\$80,000.00	-	\$80,000.00	\$8,000.00
Installation	\$50,000.00	-	\$50,000.00	\$0.00
Training	\$30,000.00	-	\$30,000.00	\$0.00
Project Management	\$90,000.00	-	\$90,000.00	\$0.00
Parent Category	\$135,000.00	-	\$135,000.00	\$0.00
	ProPhoenix Items total:		1,165,000.00	120,500.00
Proposal Total	\$1,165,000.00		\$1,165,000.00	\$120,500.00

Note: Discounts are applicable only if the entire proposal is accepted and subject to change if the proposal is modified.



Item Details:

Item Code	Description	Qty
Application Software		
CMS-LIC	CMS - Server and Client (Site License)	1 2 facilities 2300 average population @ \$300 per Inmate (over 2000 discount applied)
Interface		
INT-CUST	Custom Interfaces	1
Custom Job		
CUS-PGM	Custom Programming	1
Installation		
PNX-IMP	Phoenix Implementation services	1 Application Specialist on site 500hrs @ \$100 Planning and on-site Go-Live Assistance
Training		
TRN-ONS	Training - On-Site	1 Up to 30 days for System Admin and Train the Trainer training.
Project Management		
PS-GEN	Professional Services	1 Site Analysis, Development Planning, Project Management, Interface Planning, etc.)
Parent Category		
PAR-CONV	Data Conversion	1

Terms & Conditions

CMS - Server and Client (Site License)

Server and Client Software County agrees to provide assistance with modifications.

Professional Services

Project Management, Site Analysis, Data Conversion Analysis and related visits and conferences.

Phoenix Implementation services

Once the CAD and RMS software installations are completed Company will:

1. Set up a Live and Training database
2. Build the database with the codes such as NCIC and Charge codes that are State specific.
3. Populate the database with codes that are widely used by others (Best practice codes)
4. Assist in the customization of the code table.

Custom Interfaces

To be defined.

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Certificate Of Completion

Envelope Id: 843267356CAD438994AE2CF590BFE139	Status: Completed
Subject: Please DocuSign: 12-11-2015 Software Support Agreement - PROPHOENIX	
Source Envelope:	
Document Pages: 38	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erin Schaffer
Time Zone: (UTC-06:00) Central Time (US & Canada)	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	erin.schaffer@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Erin Schaffer	Location: DocuSign
12/16/2015 7:21:21 AM	erin.schaffer@milwaukeecountywi.gov	

Signer Events

Jeffrey Reit
jeff.reit@gmail.com

Security Level: Email, Account Authentication (None)

Signature

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744D54176BE5414...

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Timestamp

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Electronic Record and Signature Disclosure:
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ID: 6ce0c01f-34a2-4ee7-ae9e-b36ec653f463

Laurie Panella
Laurie.Panella@milwaukeecountywi.gov
Chief Information Officer
Milwaukee County

Security Level: Email, Account Authentication (None)

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Using IP Address: 204.194.251.5

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Patrick Lee
Patrick.Lee@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Courtney Hardy Courtney.Hardy@milwaukeecountywi.gov Clerical Specialist Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/21/2015 5:00:20 PM
Fran Dawson Francesca.Dawson@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/1/2014 4:08:19 PM ID: 40b9af8a-d91c-4ed7-a9c6-be719cebfcac	COPIED	Sent: 12/21/2015 5:00:21 PM

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Certified Delivered	Security Checked	12/21/2015 5:00:22 PM
Signing Complete	Security Checked	12/21/2015 5:00:22 PM
Completed	Security Checked	12/21/2015 5:00:22 PM

Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.