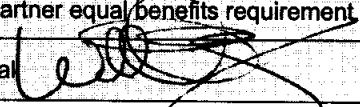


Significant

Res. 103

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Alliant Energy Center</b>		CONTRACT/ADDENDUM #: <b>12522</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<b>Contract</b>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>09/14/2015</u> To: <u>12/11/2020</u>		<input checked="" type="checkbox"/> POS	
4. Amount of Contract or Addendum <b>212,790.37</b>		<input type="checkbox"/> Co Lessee	
5. Purpose: Purchase of convention and conference center management software for the Alliant Energy Center.		<input type="checkbox"/> Co Lessor	
		<input type="checkbox"/> Intergovernmental	
		<input type="checkbox"/> Purchase of Property	
		<input type="checkbox"/> Property Sale	
		<input type="checkbox"/> Other:	
6. Vendor or Funding Source: <b>Ungerboeck Software International, Inc.</b>			
7. MUNIS Vendor Code: <b>25622</b>			
8. Bid/RFP Number: <b>115054</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>CPAEC-57195</u> Amount \$ _____		Account No. & Amount, Org. & Obj. <u>AECADMIN-22043</u> Amount \$ _____	
Account No. & Amount, Org. & Obj. _____ Amount \$ _____		Account No. & Amount, Org. & Obj. _____ Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal/benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
14. Director's Approval 			

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>CW</u> Received		<u>8/21/15</u>	
<u>at</u> Controller			<u>8/21/15</u>
<u>M</u> Corporation Counsel		<u>8/21/15</u>	<u>8/21/15</u>
<u>ST</u> Risk Management	1	<u>8/21/15</u>	<u>8/21/15</u>
<u>W</u> ADA Coordinator		<u>8/21/15</u>	<u>8/21/15</u>
<u>CW</u> Purchasing Agent		<u>8/21/15</u>	<u>8/21/15</u>
_____ County Executive			

Vendor Name & Address	
Ungerboeck Software International 100 Ungerboeck Park O'Fallon, MO 63368	
Contact Person	
Neil Williams	
Phone No.	
(636) 300-5606	
E-mail Address	
neil.williams@ungerboeck.com	

### Footnotes:

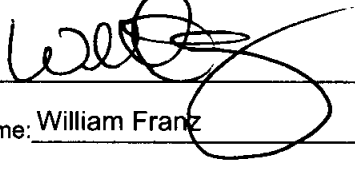
- Non-Standard insurance provisions are OK for these services
- 

<b>Return To:</b> Name/Title: <u>Bill Franz/Chief Financial Officer</u> Dept.: <u>Alliant Energy Center</u>
Phone: <u>267-3985</u> Mail Address: <u>1919 Alliant Energy Center Way</u>
E-mail: <u>franz@alliantenergycenter.com</u> Madison, WI 53713

**CERTIFICATION**

The attached contract: *(Check as many as apply)*


- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 8-18-15 Signed:   
 Telephone Number: 267-3985 Print Name: William Franz


**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

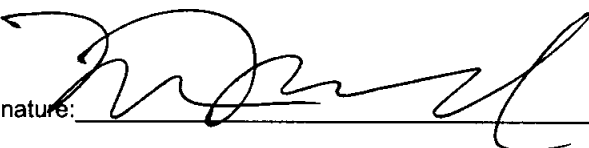
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8/19/15 Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 8/21/15 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 8/21/15 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 18

Agreement No. 12522

Expiration Date: December 11, 2020

Authority: Res. 103, 2015-2016

Department: Alliant Energy Center

Maximum Cost: \$212,790.37

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Ungerboeck Software International, Inc. (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison WI 53713, desires to purchase services from PROVIDER for the purpose of installing, hosting and maintaining Convention and Conference Center Management Software for the Alliant Energy Center; and

**WHEREAS** PROVIDER, whose address is 100 Ungerboeck Park, O'Fallon, MO 63368, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **INCORPORATED AGREEMENTS.** Concurrently herewith, the parties have executed PROVIDER's Master Software License Agreement and Hosting Services Addendum, which provide the terms under which PROVIDER will license its commercial, off-the-shelf ("COTS") software and provide related services to COUNTY.
- III. **SERVICES.**
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- IV. ASSIGNMENT/TRANSFER: Neither party shall assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the other party unless otherwise provided herein.
- V. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like (excluding the SOFTWARE) prepared, produced or made by PROVIDER under this Agreement may, upon the mutual agreement of the parties become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- VI. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VII. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

- VIII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

- XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER

agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

#### XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."


#### XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 8/21/2015

  
\_\_\_\_\_  
Krister Ungerboeck, CEO

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 04/13



## Schedule A

- I. Pursuant to paragraph #1 of the Attached Agreement, PROVIDER shall provide a cloud-based, fully integrated modular convention and conference center management software solution that has been assessed and certified by a Qualified Security Assessor approved by the PCI Security Standards Council as compliant with the PCI PA-DSS standard. The management software solution shall be hosted on a server that is Level 1 compliant under the Payment Card Industry (PCI) Data Security Standard (DSS). The COUNTY will run the PROVIDER's software solution on this PCI-compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud. The COUNTY will maintain ownership of the data and upon termination of this contract the PROVIDER shall return all data in a SQL Server database format. The PROVIDER's management software solution includes the following products and services:

***Ungerboeck Module License Fees for 15 Concurrent Users:***

Purpose Built CRM, Sales & Marketing

Customer Relationship Management (CRM)	\$7,210
Contract Administration	5,100
Facility Booking	6,320

Event Management & Operations

Event Management & Coordination	\$13,600
Inventory Management	5,510

Web & eCommerce

iEBMS Web Services License (5,000 Transaction per year)	\$3,600
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Accounting & Analysis

Accounts Receivable	\$6,320
General Accounting & Analysis	13,600

Reporting & Administration

Query & Reporting	\$4,620
Dashboards	5,510
System Manager & Personalization (Required)	10,610

Package Discount	(\$21,650)
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**Total License Fees** **\$60,350**

***Implementation, Data Conversion & Training Services:***

Implementation & Training Services	\$39,000
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The parties agree work together to conduct an upfront Discovery Phase at the Alliant Energy Center in order to determine the detailed needs for training and implementation of the County. Provider shall produce a deliverable document from the Discovery Phase which sets forth the project timeline, scope and budget, including travel



### III. *TECHNICAL REQUIREMENTS*

**E-Commerce** – the e-commerce site needs to be accessible from the COUNTY's website via a link. The e-commerce system needs to utilize a shopping cart format with a checkout feature. Upon checkout, credit card information must be processed through a secure payment gateway, followed by the return of a transaction code to show proof of payment being received. The system should have the ability to store or not to store credit card data as a system configuration setting. Once an order is processed, it needs to update the database in real-time so COUNTY staff can make changes to the order or process refunds. The e-commerce site must allow for customizable product catalogs by event, with the ability for staff with administrative rights to copy catalogs for new events from an existing catalog. Product catalogs need to be capable of displaying product or service images and descriptions. The e-commerce system must be able to automatically compute customer discounts based on the number of days before a show starts that the order is placed. The e-commerce system must also generate reports and workflow notifications for operations staff, as well as update inventory counts so that rental items are not oversold for a particular event or day.

**Customer Relationship Management (CRM)** - the CRM function must maintain information on current and potential customers, including contact person(s), address, phone number, email, website, and order history. The CRM function should also be capable of classifying customers by affiliation, market segment, or other customizable category for marketing and reporting purposes. The CRM function must be capable of maintaining a diary of activities, conversations, and notes related to each customer. The CRM function must also be able to utilize an electronic file folder for storing customer related documents and communications. The CRM function must also be able to create task lists of due dates, with electronic reminders for any customer follow up.

**Contract Administration** - The contract administration function must be capable of utilizing standard template language, in whole or in part, when creating new contracts, as well as the ability to copy in language from previous events with the same customer, or from similar events from other customers. The system must be capable of storing the original contract and any revised versions of the contract. The contract administration function must include electronic workflow notifications for staff involved in contract approval. The contract administration function must also be capable of maintaining task lists of due dates, with electronic reminders.

**Facility Booking Calendar** – The facility booking calendar must utilize a graphical calendar that supports drag and drop technology with a mouse for start and end dates and times. The booking calendar must support multiple views, including daily, weekly and monthly, as well as multiple timeframes of the same view. The booking calendar must be capable of differentiating the status of events by color and have the ability to filter events by status. The booking calendar must give a warning when there a conflicting event is trying to be scheduled on the same date/time as an existing event in the same space. The booking calendar must be capable of scheduling recurring events with a defined frequency over a given date range. The booking calendar must be capable of

maintaining confidential events so the time and space is blocked out, but the customer or event name is not displayed. The booking calendar must support searching for spaces within a date range based on capacities and needed features. The booking calendar must be capable of tracking cancelled events and the reason for the cancellation. The booking calendar must be available to generate utilization and occupancy reports by event, room, building and square footage.

**Event Management and Operations** – the event management and operations function needs to be capable of maintaining standard event templates so that new events can be quickly entered. The event management and operations function must support the electronic storage of event related notes and files. The event management and operations function must support electronic workflow and task tracking for all activities and process associated with an event and include electronic reminders for deadlines. The event management and operations function must also track orders versus items delivered to reflect the correct customer invoicing.

**Inventory Management** – the inventory management system must support physical inventory counts and keep track of available inventory based on pending orders for a given date. The inventory system must support an electronic file cabinet to store images and files related to each inventory item.

**Accounts Receivable** – the accounts receivable module must provide for the automatic processing of credit card payments through a payment gateway interface and have those payments directly applied to an open invoice. The accounts receivable module must support full and partial invoice payments, as well as the ability to set up standard and customized payment plans. The invoices must be customizable to include the COUNTY's logo. The accounts receivable module must include reports to facilitate daily transaction reconciliations. The accounts receivable module should have the ability to search based on event, date, invoice type and customer. The accounts receivable module must facilitate the automatic distribution of revenue to the appropriate revenue accounts in the general ledger based on the chart of accounts. Overdue notices should be automatically generated and emailed to customers. The system should place customers in a hold status who have an overdue balance to they cannot make additional orders until they have regained good standing. A cash receipts journal and customer statements are mandatory standard reports, as well as an aging schedule.

**General Accounting** – the general ledger must support a master chart of accounts and subaccounts. The general ledger must support custom accounting periods. Journal entries must be automatically created and posted to the general ledger for all booking orders, event orders, invoices and payments. The system must allow for the user to drill down into an entry to see the detailed transactions that make up the entry. The general ledger must support manual journal entries for revenue transactions that take place outside of the PROVIDER's system and have the ability to edit and/or reverse entries from a prior period. All journal entries must have an audit trail that includes the date/time and user name that made the entry. The general ledger must have income statements, event profit

and loss statements and a balance sheet as standard reports. The general ledger must have import and export capabilities with Microsoft Excel.

#### IV. *TRAINING*

The PROVIDER will train appropriate COUNTY staff using a combination of in-house and on-line training. The PROVIDER will provide on-line user manuals and help functions. The PROVIDER will provide application administrator training to appropriate staff which will be either on-site or online.

#### V. *CONVERSION*

The PROVIDER will convert the existing accounts, contacts, events and bookings information from the COUNTY's existing Fastbook program to their system. The CRM information will be converted into the PROVIDER's Accounts and Contacts, with the Accounts receiving basic demographic information and any custom fields if necessary, and the Contacts receiving the same information as well as any relationship to clients. The event information will be converted into the PROVIDER's Events and Bookings. The Events system will receive the following information: Name, Client Reference, Dates, Status, Booked by Information, Classification, and any custom fields as needed. The Bookings system will receive the following information: Room location, Dates and Times, and Status.

During the development process, additional items to be converted may be requested that may be considered out of the scope at the PROVIDER's discretion even though they are not explicitly listed in this document. These items will require a change order and may affect the overall schedule and cost. The following items are not included as part of the data conversion effort: separation of combined names (first and last names) for individuals, account de-duplication, event charges and revenue, event service items, documents (notes, emails, contracts, etc.), and screen layouts and settings.

Items that are required to complete a successful conversion will be the responsibility of the COUNTY to manually create and make available in a timely manner to support the conversion effort. The COUNTY will provide data in the native Firebird database (FBDATA.FDB). In the event that the data is not accessible, the COUNTY will need to provide the data in a mutually agreed upon format. Configuration items are to be covered during the normal implementation process. The level of effort assumes minimal (if any) remapping of master table codes. In the event of data mapping, the COUNTY will update the necessary value/code mappings provided during the conversion to assign to the corresponding destination – this may increase the level of effort.

It is the responsibility of the COUNTY to make sure adequate time and resources are allocated for testing (data and workflow) before the final conversion is performed. The COUNTY understands that additions or changes after the final conversion will require a change order.

All conversion work will be billed on a time and materials basis at the prevailing rates. Any funds not used for the conversion project will be applied toward any other services or training that may be required in the future.

## **SCHEDULE B**

PROVIDER will be paid based on the following schedule:

- Fifty percent (50%) of license fees upon execution of this Agreement.
- Forty percent (40%) of license fees within thirty (30) days of the execution of this Agreement.
- Ten percent (10%) of license fees upon final system acceptance.
- All implementation, data conversion and training costs will be paid monthly on the basis of detailed invoices received for the prior month's completion of all installation, data conversion, training and implementation to the satisfaction of the COUNTY.
- Annual maintenance and hosting fees will be billed each year on December 12.

## SCHEDULE C

PROVIDER shall complete the Installation of all software modules, training and implementation by December 15, 2015. The following is the proposed project timeline to accomplish the complete installation and testing by the due date:

Implement Ungerboeck Software	91.13 days	9/10/2015	1/13/2016		
Project Kickoff	22.69 days	9/10/2015	10/12/2015		
Set up project welcome call	1 hr	9/10/2015	9/10/2015		USI Client Service Coordinator Dane County - Project team, USI Team
Conduct Welcome Call	30 mins	9/11/2015	9/11/2015	3FS+1 day	
Send Implementation Questionnaire	1 hr	9/11/2015	9/11/2015	4SS	USI Client Service Coordinator USI Project Manager
Create Project Plan	2 hrs	10/12/2015	10/12/2015	16FS+2 days	USI Client Service Coordinator
Schedule Regular Status Calls	1 hr	10/12/2015	10/12/2015	6FF	
Implementation Requirements	19.19 days	9/11/2015	10/8/2015		
Client Completes Implementation Questionnaire	4 days	9/11/2015	9/17/2015	5	Dane County - Project team
Receive Completed Implementation Questionnaire	1 hr	9/18/2015	9/18/2015	9FS+1 day	USI Client Service Coordinator Dane County Accounting Team
Send Chart of Accounts to USI for g/l	0.5 hrs	9/18/2015	9/18/2015	10	
Review Implementation Questionnaire	3 days	9/22/2015	9/25/2015	11FS+2 days	USI Sr. Consultant
Conduct Business Discovery	6 days	9/30/2015	10/8/2015		
CRM/event mgmt/online event request Discovery	2 hrs	9/30/2015	9/30/2015	12FS+3 days	USI Sr. Consultant, Dane County - Project team Dane County Accounting Team, USI Accounting
Accounting Discovery	2 hrs	10/2/2015	10/2/2015	14FS+2 days	
Document Discovery information and provide to both teams	4 hrs	10/7/2015	10/8/2015	15FS+3 days	USI Sr. Consultant
Network Infrastructure	23.5 days	9/14/2015	10/15/2015		
Hosted Client Request Application Setup	1 hr	9/14/2015	9/14/2015	4FS+1 day	Dane County - Project team
from IT	1 day	9/14/2015	9/15/2015	4FS+1 day	USI Consultant
Send message to helpdesk to cut licenses	1 hr	9/15/2015	9/15/2015	19FF	USI Consultant
Set up users on list & send instructions on how additional can be added through the web site	1 hr	10/12/2015	10/12/2015	16FS+2 days, 20FS+1 day	USI Consultant
Users Sign In to verify Login ID	1 hr	10/13/2015	10/13/2015	21FS+1 day	Dane County - Project team
Download citrix and plugins for office and outlook. Client	1 day	10/14/2015	10/15/2015	22FS+1 day	Dane County - Project team

care can assist if needed

Phase 1: Software						
Configuration	89.13 days	9/14/2015	1/13/2016			
Base Ungerboeck						
Configuration	0.03 days	9/21/2015	9/21/2015			
Organization Master	0.25 hrs	9/21/2015	9/21/2015	19FS+4 days		USI Consultant
Country Master Default	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Menu Directory	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Note Classes	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Communication Types	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Currency Exchange						
Rates	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Ungerboeck Dictionaries	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Update Document						
Classes	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Link the Shell Docs	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Activate Document						
Management	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Access Privileges	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Organization						
Configuration	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Audit Log	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
User Field Validation						
Tables (Yes/no)	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Affiliations	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Salutations	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Address Types	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Fiscal Calendar	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Base Departments	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Order Forms	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Price List	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Personnel Accounts with						
Email Addresses	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Query & Reporting - Set						
Custom Reports Path	0.25 hrs	9/21/2015	9/21/2015	26SS		USI Consultant
Phase 1 Initial						
Configuration Based on						
Discovery	20.47 days	9/14/2015	10/12/2015			
Booking	0.25 hrs	10/12/2015	10/12/2015	51SS		USI Consultant
Event CRM	0.25 hrs	10/12/2015	10/12/2015	16FS+2 days		USI Consultant
Event Management &						
Coordination	0.25 hrs	10/12/2015	10/12/2015	51SS		USI Consultant
iEBMS	0.25 hrs	10/12/2015	10/12/2015	51SS		USI Consultant
Query & Reporting	0.25 hrs	10/12/2015	10/12/2015	51SS		USI Consultant
Contract Administration	0.25 hrs	10/12/2015	10/12/2015	51SS		USI Consultant
						USI
						Consultant, USI
Inventory Management	0.13 hrs	10/12/2015	10/12/2015	51SS		Accounting
Accounts Receivable	0.25 hrs	9/14/2015	9/14/2015			USI Accounting
General Accounting &						
Analysis	0.25 hrs	9/14/2015	9/14/2015			USI Accounting
Phase 1: Data Migration						
Identify Final Scope of	35.66 days	10/15/2015	12/2/2015			
Data Migration (Based on Sales						
Process)	1 hr	10/15/2015	10/15/2015	50FS+3 days		USI Sr. Consultant



Create Data Mapping for Data Migration	3 days	10/15/2015	10/20/2015	60	USI Sr. Consultant
USI Receives Data from Client	1 hr	10/23/2015	10/23/2015	108FS-6 wks	Dane County - Project team
USI Develops Code for Migration	6 wks	10/23/2015	12/2/2015	62	USI Tech Services
Test Pass of Migration	2 days	11/6/2015	11/9/2015	108FS-4 wks	USI Tech Services
Client Reviews Test Pass	3 days	11/10/2015	11/12/2015	64	Dane County - Project team
Changes based on Test Pass	1 day	11/13/2015	11/13/2015	65	USI Tech Services
Final Test Pass of Data Migration	1 day	11/18/2015	11/18/2015	66FS+2 days	USI Tech Services
Client Sign off on Data Migration	1 hr	11/19/2015	11/19/2015	67	Dane County - Project team
Phase 1: Ungerboeck Conducts System Walkthrough to assist with worksheet completion	1.5 hrs	10/15/2015	10/15/2015	52FS+3 days	Dane County - Project team,USI Consultant
Phase 1: Secondary Ungerboeck Configuration	19.44 days	10/13/2015	11/10/2015		
Provide Worksheets to Client	0.5 hrs	10/13/2015	10/13/2015	69FS-2 days	USI Consultant
Client Completes Worksheets	3 days	10/16/2015	10/21/2015	69FS+1 day	Dane County - Project team
Ungerboeck Builds Secondary Configuration Examples	2 hrs	10/22/2015	10/22/2015	72FS+1 day	USI Consultant
Ungerboeck Conducts Training For Client to learn Master Table Configuration	2 hrs	10/23/2015	10/26/2015	73FS+1 day	Dane County - Project team,USI Consultant
Space Master configuration training	1.5 hrs	10/27/2015	10/27/2015	74FS+1 day	Dane County - Project team,USI Consultant
Resource Master/Inventory Configuration training	2 hrs	10/28/2015	10/28/2015	75FS+1 day	Dane County - Project team,USI Consultant
General Accounting Configuration Training	2 hrs	10/29/2015	10/29/2015	76FS+1 day	Dane County Accounting Team,USI Accounting
A/R & Resource master configuration Training	2 hrs	10/30/2015	11/2/2015	77FS+1 day	Dane County Accounting Team,USI Accounting
Client configures General Accounting, & A/R	1 wk	11/3/2015	11/10/2015	78FS+1 day	Dane County Accounting Team
Client Completes Configuration homework Based on Worksheets	3 days	10/22/2015	10/27/2015	72FS+1 day	Dane County - Project team
Phase 1: Application Acceptance	22.25 days	10/26/2015	11/25/2015		
Client Sends USI 2 - 4 Representative Sample Events for UAT	1 hr	10/26/2015	10/26/2015	74	Dane County - Project team
Ungerboeck to Build UAT Examples	4 hrs	10/28/2015	10/28/2015	82FS+2 days	USI Consultant
Ungerboeck does walkthru for User Acceptance	2 hrs	10/29/2015	10/30/2015	83FS+1 day	Dane County - Project team,USI Consultant
Client Provides	1 day	10/30/2015	11/2/2015	84	Dane County -



Go live on USI software	1 day	12/1/2015	12/1/2015	9FS+10 wks	Accounting Dane County - End Users
Open accounting issue resolution post go live	2 hrs	12/4/2015	12/4/2015	108FS+2 days	Dane County - Project team,USI Accounting
On going consulting as needed	30 days	12/2/2015	1/12/2016	108	Dane County - Project team,USI Consultant,USI Sr. Consultant



# USI Master Software License Agreement

This Master Software License Agreement ("Agreement" or "Master Agreement") between Ungerboeck Systems International, Inc. ("USI" or "Ungerboeck") and County of Dane ("CLIENT"), sets forth the terms and conditions under which USI will license to CLIENT the use of USI's software products and provide maintenance, support, and professional services to CLIENT.

## 1. DEFINITIONS:

"SOFTWARE" shall mean:

- a. The Ungerboeck Software Modules (also known as USI Software Modules and formerly known as EBMS Software Modules), User Licenses, Web Licenses, Reports and/or Interfaces (collectively, "LICENSED MATERIAL") identified in Schedule A of the Purchase of Services Agreement signed concurrently herewith;
- b. All supporting materials provided by USI, including, but not limited to, an interactive knowledge base;
- c. Any additional LICENSED MATERIAL subsequently purchased by CLIENT;
- d. Any UPGRADES which USI makes available to CLIENT as part of Maintenance (Section 3); and
- e. The Ungerboeck Database schema.

"UPGRADES" shall mean any future releases, enhancements, or corrections of the SOFTWARE or supporting materials which USI makes available to CLIENT.

## 2. SOFTWARE LICENSE

### a) License Grant

In consideration of CLIENT's payment of the license fees specified in the Schedule A of the Purchase of Services Agreement, USI grants to CLIENT a perpetual, non-transferable license to use the SOFTWARE for CLIENT's internal business management purposes.

### b) Ownership

CLIENT acknowledges that the SOFTWARE is the sole property of USI or USI's licensors, and that CLIENT shall gain no right, title or interest in the SOFTWARE by virtue of this Agreement other than the non-exclusive rights granted herein. All modifications or enhancements to the SOFTWARE shall be done at the sole discretion of USI. Any SOFTWARE modifications or enhancements performed by USI specifically on behalf of CLIENT, whether paid for by CLIENT or not, remain the property of USI and may, at USI's sole discretion, be incorporated into, or withheld from, the SOFTWARE made generally available to USI's other clients.

### c) Restrictions

CLIENT acknowledges that the information contained in the SOFTWARE is confidential and contains trade secrets belonging to USI or USI's licensor(s). Therefore, CLIENT shall implement all reasonable measures necessary to safeguard USI's ownership and confidentiality of the SOFTWARE. CLIENT may not:

- a. Remove or permit the removal or alteration of any SOFTWARE markings or any notices of USI's proprietary rights;
- b. Cause or permit reverse engineering, disassembly, or decompilation of the SOFTWARE;
- c. Use the SOFTWARE to provide third-party training on the content and/or the functionality of the SOFTWARE, except for training CLIENT'S users; or,
- d. Duplicate or reproduce the SOFTWARE, except that CLIENT may make copies for backup and recovery purposes, user training, and testing of software updates.

### d) Payments

CLIENT shall pay the license fees specified in the above-referenced Schedule A in accordance with the following payment terms:

- a. 50% (fifty percent) of license fees upon execution of this Agreement, and
- b. 50% (fifty percent) of license fees within thirty (30) days of the execution of this Agreement.



# USI Master Software License Agreement

## e) Escrow

USI agrees to deposit the applicable SOFTWARE source code and associated supporting materials at least once per year with a reputable software escrow agent for possible release to beneficiaries. CLIENT may at any time elect to become a beneficiary by filing the prerequisite beneficiary form and paying the associated annual escrow registration fees, currently \$250.00 USD annually.

The source code may be used by CLIENT only if USI discontinues the ongoing support of the SOFTWARE. CLIENT may acquire a perpetual, non-exclusive license to use the source code for the sole purpose of maintaining, supporting and modifying the SOFTWARE for its internal business use.

## 3. SOFTWARE MAINTENANCE AND SUPPORT

### a) Maintenance and Support Services

USI shall provide to CLIENT Maintenance and Support services (collectively referred to as "Maintenance") regarding the SOFTWARE licensed to CLIENT under this Agreement as described below:

- i. Such UPGRADES as are generally released by USI to all customers ("Maintenance").
- ii. Remote customer support for general system trouble shooting and loading of software modifications and enhancements ("Support").

Maintenance does not include the cost of modification of any new software release to accommodate any of CLIENT'S prior custom modifications such as custom reports, triggers, or system interfaces. If CLIENT arranges to modify data in the Ungerboeck Database by means other than technology provided by USI, any troubleshooting, maintenance and support work requested by CLIENT due to such modifications will be chargeable to CLIENT at USI's standard rates for Professional Services (see Section 4). USI will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the SOFTWARE or the supporting materials at no additional cost to CLIENT as long as CLIENT's Maintenance is current and paid-up.

Maintenance will be provided by USI free of charge for the first ninety (90) days following the execution of this Agreement. Thereafter, Maintenance will be provided for automatically renewing one-year terms, provided that Maintenance fees are paid annually in advance, within 30 (thirty) days of receipt of invoice. CLIENT's first-year Maintenance fees are set forth in the above-referenced Schedule A.

If CLIENT purchases LICENSED MATERIAL in addition to that in the above-referenced Schedule A, CLIENT shall pay any increases to the corresponding annual Maintenance fees.

Either party may terminate Maintenance by providing written notice to the other party thirty (30) days prior to the end of any annual Maintenance term.

### b) Service Levels and Service Level Guarantee

USI's Support will be provided in compliance with the then-current USI Service Level Agreement ("SLA") on the USI Support Website at <http://support.ungerboeck.com/sla>. A copy of the USI Service Level Agreement, if attached to this Agreement, is for reference only. The USI SLA posted on the USI Support Website shall always be the controlling version. The USI Service Level Agreement may be changed at the sole discretion of USI. USI's Support service levels will not be degraded without prior consent of CLIENT.

In the event that USI fails materially to respond in accordance with the USI Service Level Agreement, CLIENT's current Maintenance term shall be extended at no cost to CLIENT by seven (7) calendar days for each such failure occurrence, provided that CLIENT has provided USI with written notice of the failure within ten (10) business days of the failure.

In the case of Priority 1: Critical Issues, the ten (10) day period for providing USI notice of a service failure shall not begin until USI has provided CLIENT with a correction, patch or workaround, and CLIENT has had a reasonable opportunity to evaluate its effectiveness.

The above remedies are CLIENT's exclusive remedies for any failure to meet the Support service levels as described in the USI Service Level Agreement.



# USI Master Software License Agreement

## 4. PROFESSIONAL SERVICES

### a) Initial Implementation & Ongoing Consulting Services

USI will perform the initial system implementation, training and consulting services described in the above-referenced Schedule A. Each project change which is likely to affect the overall system delivery price or dates will be governed by a Project Estimate. USI will submit to CLIENT a Project Estimate describing the change, its estimated cost, delivery time, and payment terms. The cost of preparing the Project Estimate will be borne by USI unless otherwise agreed to by CLIENT prior to the preparation of such estimate. Project Estimates will also be prepared for any additional projects to which the parties may subsequently agree. Upon acceptance by both parties, each Project Estimate will become an extension of this Agreement. In the event of a conflict among Project Estimates, the stipulations of the Project Estimate which was accepted by CLIENT more recently shall control.

### b) Payment

USI's implementation, training and consulting services are provided on a time and materials basis, and are retained by CLIENT in advance in the form of Prepaid Service Packs. Fees for Professional Services are billed against the Service Pack balance, and CLIENT will receive discounted rates for those services as follows:

Prepaid Service Pack Amount	Applicable Discount Off USI Standard Rates
\$0 - \$4,999	0%
\$5,000 - \$9,999	2.5%
\$10,000 - \$19,999	5%
\$20,000 +	10%

All reasonable travel-related expenses, including air fare, hotel, meals, taxi, telephone, etc. incurred by USI on behalf of CLIENT, in accordance with USI's standard travel policy, shall be reimbursed by CLIENT within ten (10) days after USI submits a written statement of actual expenses incurred. Travel expenses may include, at USI's discretion, USI's time spent traveling during normal business hours when necessary to accommodate CLIENT's urgent needs or schedule. Service Packs may not be used for USI's out-of-pocket expenses.

### c) Independent Contractor Status and Non-Solicitation

USI's status under this Agreement is that of an independent contractor. USI will provide all personnel required to perform the work hereunder. Those personnel may be employees of USI or may be independent contractors hired by USI for the purpose of providing services pursuant to this Agreement. In either event, USI will be responsible to CLIENT for the completion of work to be performed, and the persons performing such services as representatives of USI shall perform such services under the direct control of USI rather than the CLIENT. Neither USI, nor any of the personnel performing services pursuant to this Agreement, will be entitled to any rights or benefits made available to CLIENT's employees, nor shall such personnel be entitled to any compensation or remuneration from CLIENT as a result of the performance of this Agreement, except for CLIENT's obligations to pay the fees to USI provided for herein.

CLIENT recognizes that USI makes significant investments in its employees, affiliates and subcontractors. Therefore, CLIENT agrees to refrain from employing or otherwise engaging ANY USI employee, affiliate or subcontractor prior to twelve (12) months following such employee's, affiliate's or subcontractor's termination with USI. Should CLIENT violate this section of the Agreement, CLIENT will immediately pay USI an amount equal to eighteen (18) months' total compensation paid or offered to employee, affiliate or subcontractor.

## 5. HOSTING SERVICES

USI may provide hosting to CLIENT as an optional service retained via execution of a USI Hosting Services Addendum, either concurrently with the execution of this Master Agreement, or at a later date.

## 6. CONFIDENTIALITY

By virtue of this Agreement, the parties may have access to information that is confidential ("confidential information"). Confidential information shall include the SOFTWARE, the terms and pricing under this Agreement,



# USI Master Software License Agreement

all information that should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential, and all information clearly identified as confidential.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's confidential information in confidence for a period of three (3) years from the date of disclosure, EXCEPT for the SOFTWARE, which shall be held in confidence by CLIENT in perpetuity. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party for any purpose other than the performance of this Agreement. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Nothing in this Agreement shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

## 7. INDEMNIFICATION

If someone makes a claim against CLIENT or USI that any information, design, specification, instruction, material, software or data (collectively "Material") furnished by USI and used by CLIENT infringes upon their intellectual property rights, USI will indemnify CLIENT if CLIENT does the following:

- a. notifies USI promptly in writing, not later than thirty (30) days after CLIENT receives notice of the claim, or sooner if required by applicable law;
- b. gives USI sole control of the defense and any settlement negotiations; and
- c. gives USI the information, authority, and assistance USI needs to defend against or settle the claim.

If USI believes that any of the Material may have violated someone else's intellectual property rights, USI may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, USI may end the license for the applicable Material and refund any fees CLIENT may have paid for it.

USI will not indemnify CLIENT if CLIENT alters the Material outside the scope of use identified in USI's user documentation or if CLIENT uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material. USI will not indemnify CLIENT to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by USI. CLIENT will indemnify USI to the extent that an infringement claim is based upon the combination of programs with any products or services not provided by USI. This section provides CLIENT's exclusive remedy for any infringement claims or damages.

USI INDEMNIFIES CLIENT FROM LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY USI'S NEGLIGENCE OR WILLFUL MISCONDUCT WHILE PERFORMING ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT ON CLIENT'S PREMISES; PROVIDED HOWEVER, USI SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF CLIENT'S OWN NEGLIGENCE OR MISCONDUCT.

## 8. THIRD PARTY PRODUCTS

This Agreement does NOT include any licenses, training, installation, maintenance or ongoing support of any integrated third-party products (including Microsoft Office, SQL Server, etc.) unless specifically stated herein.

## 9. WARRANTY DISCLAIMER

USI DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. USI DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORTING MATERIALS WILL MEET CLIENT'S NEEDS, OR THAT CLIENT'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.



# USI Master Software License Agreement

## 10. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. IN NO EVENT SHALL USI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR SUPPORTING MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT USI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

USI'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE LICENSE FEES ACTUALLY PAID TO USI FOR THE RELEVANT SOFTWARE GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE (5) YEAR TERM FROM THE INSTALLATION DATE OF THE APPLICABLE LICENSE, OR IN THE CASE OF PROFESSIONAL SERVICES, THE AMOUNT OF FEES PAID FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY. USI'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO MAINTENANCE SERVICES SHALL BE LIMITED TO THE MAINTENANCE FEES ACTUALLY PAID TO USI FOR THE RELEVANT MAINTENANCE SERVICES GIVING RISE TO THE LIABILITY FOR THE MOST RECENT ANNUAL TERM. CLIENT ACKNOWLEDGES THAT THE FEES FOR USI'S PRODUCTS AND SERVICES HAVE BEEN CALCULATED ON THE BASIS THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY.

## 11. TERMINATION:

USI shall have the right to terminate this Agreement for cause upon thirty (30) calendar days' written notice if CLIENT breaches any of its obligations under this Agreement. CLIENT shall have the above thirty (30) days to cure the breach. Otherwise, CLIENT shall, upon the effective date of such notice or upon ceasing to use the SOFTWARE, whichever is earlier, purge all SOFTWARE from all computer systems, storage media and other files, return to USI any copies of the SOFTWARE, and certify to USI in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the SOFTWARE to any third party.

The termination of this Agreement or any part hereof for any reason shall not extinguish or diminish CLIENT's confidentiality obligations under Section 6, which shall survive such termination.

## 12. ASSIGNMENT

This Agreement is personal to CLIENT, and neither this Agreement nor any of either party's rights or duties hereunder shall be assigned, sub-licensed, sold or otherwise transferred without the other party's prior written consent, which shall not be unreasonably withheld.

## 13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive and procedural laws of the state of Missouri. CLIENT and USI agree to submit to the exclusive jurisdiction of, and venue in, the courts in St. Charles or St. Louis Counties in Missouri for any dispute arising out of or relating to this Agreement.

## 14. TAXES

CLIENT agrees to pay any sales, value-added or other similar tax imposed by applicable law which USI must pay based on the products or services CLIENT has purchased pursuant to this Agreement. Fees listed in this Agreement and the above-referenced Schedule A are exclusive of sales, value-added and/or other similar taxes. Such taxes shall be charged at the appropriate rate by USI in addition to its stated fees and shall be shown separately on the relevant invoice.

## 15. EFFECTIVE DATE

This Agreement shall take effect on the date it is signed by authorized representatives of both parties.

## 16. MISCELLANEOUS

Neither party shall disclose the terms and conditions of this Agreement to third parties, (except CLIENT's auditors or third parties whose review is mandated by law, or in the case of government entities, such disclosure as is





# USI Master Software License Agreement

required under applicable Sunshine Laws) without prior written authorization from the other party.

All notices or writings required to be given pursuant hereto shall be deemed given when actually delivered to an officer of the receiving party. If CLIENT has a dispute with USI or wishes to provide notice under the Indemnification section of this Agreement, or if CLIENT becomes the subject of insolvency proceedings, CLIENT will promptly send written notice to: Ungerboeck Systems International, 100 Ungerboeck Park, O'Fallon, Missouri, United States, 63368, Attention: General Counsel, Legal Department.

In the event that a court of competent jurisdiction holds that a particular provision or requirement of the Agreement is in violation of any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable, and all other provisions and requirements of this Agreement shall remain in full force and effect.

No amendment to this Agreement or waiver of any rights hereunder shall be effective unless in writing and signed by the party against whom enforcement is sought.

Except for actions for nonpayment or violation of USI's proprietary rights in the SOFTWARE, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

Upon forty-five (45) days' written notice, USI may audit CLIENT's use of the SOFTWARE. CLIENT agrees to cooperate with USI's audit and provide reasonable assistance and access to information. CLIENT agrees to pay, within thirty (30) days of written notification, any unpaid fees. If CLIENT does not pay, USI can discontinue CLIENT's maintenance, support, licenses and services and terminate this Agreement.

The Uniform Computer Information Transactions Act does not apply to this Agreement.

CLIENT acknowledges that USI is offering a commercial off-the-shelf ("COTS") software product. All enhancements made to the SOFTWARE will be done at the sole discretion of USI. CLIENT acknowledges and accepts that the role of USI is solely that of a supplier of software and related services and that it is CLIENT's responsibility to determine its own software requirements and satisfy itself that the SOFTWARE meets such requirements. Furthermore, CLIENT recognizes it is responsible for the selection, use of, and results obtained from, any software or equipment used therewith.

CLIENT authorizes USI to reference CLIENT's name, logos, and business associations in published materials and public discussions as appropriate. CLIENT agrees to work cooperatively with USI in developing joint marketing and other materials such as press releases, video testimonials, client case studies, success stories, customer quotations, etc.

This Agreement contains the entire understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto.

**USI:**

  
\_\_\_\_\_  
Authorized Signature

Krister Ungerboeck  
\_\_\_\_\_  
Typed or Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Title

8/21/2015  
\_\_\_\_\_  
Date

**CLIENT:**

\_\_\_\_\_  
Joseph Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date



## USI Hosting Services Addendum

This Addendum attaches to the Master Software License Agreement between Ungerboeck Systems International, Inc. ("USI" or "Ungerboeck") and County of Dane ("CLIENT"), and sets forth the terms and conditions under which USI will provide software hosting services to CLIENT. All of the terms and conditions in the Master Software License Agreement remain in effect and apply to this Addendum.

### 1. TERM & FEES:

- 1.1. Hosting Services shall begin on receipt of first payment and shall continue for three (3) years for the number of named users specified in Schedule A of the Purchase of Services Agreement executed concurrently herewith.
- 1.2. Hosting Services shall automatically renew in additional annual terms unless terminated by the parties in accordance with Section 9. Hosting fees are payable annually in advance.

### 2. HOSTING SERVICES:

- 2.1. In consideration of CLIENT's payment of the hosting fees specified in the above-referenced Schedule A, USI will provide the Hosting Services as defined in and in accordance with the attached Hosting Service Level Agreement.
- 2.2. Hosting Services are provided for the specifically named hosted users as provided by CLIENT. Any sharing of Hosting Login IDs by CLIENT personnel or other CLIENT representatives is strictly prohibited.

### 3. VIRUS PROTECTION:

Both parties agree to take ALL reasonable measures to protect the Production System (see Section 1.1 of the attached Hosting Service Level Agreement) against viruses.

### 4. OWNERSHIP:

All hardware, software, communications and other products located at the site of the Hosting Services are the sole property of USI or its licensors, and the CLIENT shall gain no right, title, or interest in these products by virtue of this Addendum other than the non-exclusive right to use granted herein.

### 5. CLIENT DATA:

- 5.1. All data created or transmitted by CLIENT and stored on USI's servers as part of the Hosting Services ("CLIENT data") shall at all times be owned by CLIENT.
- 5.2. Except as instructed by CLIENT directly or through instructions provided to the servers through CLIENT's use of USI's SOFTWARE, USI shall treat CLIENT Data as Confidential Information.
- 5.3. Upon request by CLIENT made within thirty (30) days following the termination or cancellation of Hosting Services for any reason, USI shall return all CLIENT Data to CLIENT in the file format used by USI.
- 5.4. USI shall perform a regular (daily) backup of all CLIENT Data, but USI shall in no event be liable to CLIENT or any third party for loss, destruction or

corruption of CLIENT Data other than USI's costs for reloading the backup. CLIENT agrees and acknowledges that the fees for USI's Hosting Services have been calculated on the basis that USI shall exclude liability as provided in this section.

### 6. THIRD-PARTY PRODUCT LICENSES:

Upon request by USI, Client shall submit to USI proof of purchase/license for certain third-party products (e.g. Microsoft Office, Outlook, Visio, etc.) which were directly licensed by CLIENT and on that basis credited to CLIENT's use within the framework of the Hosting Services. The liability for Microsoft Office licenses is transferred from USI to the CLIENT, and CLIENT must be licensed for the number of Microsoft Office users set forth in the above-referenced Schedule A.

### 7. DISCLAIMER OF WARRANTIES:

Except as expressly set forth herein, USI (a) makes no warranties of any kind, whether express or implied, for the Hosting Services, and (b) disclaims any warranty of title, merchantability, non-infringement or fitness for a particular purpose.

### 8. REMEDY LIMITATIONS:

- 8.1. Even if advised of the possibility of such damages, in no event shall either party or any of USI's suppliers or licensors be liable for any consequential, indirect, special, punitive, or incidental damages of any kind (including, but not limited to, loss of use, interruption of business, lost profits, lost revenue, or lost data), nor shall USI's suppliers or licensors be liable for direct damages to the extent permitted by applicable law. In no event shall USI's aggregate liability in connection with this Addendum for all claims (whether in contract or tort, including negligence, statute, or otherwise) exceed the amounts paid to USI for the Hosting Services giving rise to the claim in the twelve (12) months preceding the date of such claim.
- 8.2. The limitation of liability included in this section shall not apply to the extent that damages are caused by the malicious intent or gross negligence of USI.

### 9. TERMINATION:

- 9.1. Either party shall have the right to terminate Hosting Services:
  - a) For convenience, at the end of the initial term or any extended term, upon ninety (90) days written notice prior to the end of the initial term or extended term.
  - b) For cause upon thirty (30) calendar days' written notice if the other party breaches any of its



# USI Hosting Services Addendum

obligations under this Addendum. Prior to any termination for cause, each party shall be granted the aforementioned thirty (30) days to cure any breach claimed by the other party.

9.2. USI further reserves the right to terminate Hosting Services with sixty (60) days' written notice to CLIENT for CLIENT's failure to pay USI's annual Maintenance fees for perpetual licenses of USI's SOFTWARE owned by CLIENT.

9.3. Termination of Hosting Services for any reason shall not extinguish or diminish the parties' obligation to maintain the confidentiality of information, technology and processes learned during the course of the Hosting Services.

**10. DEFAULT:**

10.1. If CLIENT fails to pay the hosting fees when due, then USI may, upon ten (10) days' written notice, suspend or terminate all Hosting Services. Such suspension or termination shall NOT cancel

any of CLIENT's obligations under this Addendum or the underlying Master Software License Agreement.

10.2. In the event annual hosting fees are not paid in full, USI may assess a late payment charge equivalent to one and a half percent (1.5%) per month of the unpaid balance, or the maximum amount permitted by law, whichever is less.

10.3. In the event of default in the payment of any of the hosting fees or said interest when due as herein provided, time being of the essence hereof, USI may, without notice or demand, declare the sum of the unpaid hosting fees immediately due and payable.

**11. EFFECTIVE DATE:**

This Addendum shall take effect on the date it is signed by authorized representatives of both parties.

This Addendum contains the entire agreement and understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto. CLIENT acknowledges that it has read this Addendum, understands it, and agrees to be bound by it.

**FOR USI:**

  
\_\_\_\_\_  
Authorized Signature

Krister Ungerboeck  
\_\_\_\_\_  
Name

Chief Executive Officer  
\_\_\_\_\_  
Title

8/21/2015  
\_\_\_\_\_  
Date

**FOR CLIENT:**

\_\_\_\_\_  
Joseph Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date



# Ungerboeck Hosting Service Level Agreement

Ungerboeck Systems International shall perform in accordance with this Service Level Agreement ("SLA") for system availability for customers subscribed to USI Hosting Services. This SLA shall only apply to systems identified as a Production System by the Customer and acknowledged as such by USI.

## 1. DEFINITIONS

- 1.1. "Production System" refers to the USI hosted instance of Ungerboeck software that YOU have licensed from USI and identified by the receipt of a URL provided from USI that uniquely identifies the instance. The Production System does not include hosted systems established for trial, beta testing, or training.
- 1.2. "Users" refers to individuals who are authorized by You and have valid license and credentials to use the Production System. Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.
- 1.3. "We," "Us", "Our", "USI" Refers to Ungerboeck Systems International
- 1.4. "You" or "Your" means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Production System.

## 2. HOSTING SERVICES

2.1. The Hosting Services shall include the following:

- a) High-speed internet access; server computers for web, communications, database, and program operations; Operating System; database software (MS SQL Server Standard); Terminal Services; all configured to operate the Production System at professionally high levels of performance and reliability.
- b) Protection from service disruptions such as power failures, equipment malfunctions, and disasters of man and nature, using commercially reasonable practices.
- c) 256-bit SSL Encryption with a 2048-bit RSA key providing verification of site authenticity and protection from interception and hacking.
- d) Ongoing hardware and software maintenance during planned downtime.
- e) Daily data backup. Once per week, the backup data will be moved to off-site storage. Backup media are recycled monthly.
- f) Loading of software modifications and enhancements.

- g) Standard telephone support during the hours of 6:00 am to 6:00 pm US Central Standard Time (CST) Monday through Friday except on holidays observed by USI.
- h) Emergency assistance for the Hosting Service via toll-free international telephone service available 24 hours per day, 7 days per week.

### E-MAIL:

Americas - [helpdesk@ungerboeck.com](mailto:helpdesk@ungerboeck.com)

Europe - [helpdesk-emea@ungerboeck.com](mailto:helpdesk-emea@ungerboeck.com)

Middle East - [helpdesk-emea@ungerboeck.com](mailto:helpdesk-emea@ungerboeck.com)

Australasia - [helpdesk-asiapac@ungerboeck.com](mailto:helpdesk-asiapac@ungerboeck.com)

### TELEPHONE:

North America: +1 800 400 4052

Europe: +49 721 355 010 or 00 800 0874 4357.

Australia: +1 800 80 80 53

Middle East: +49 721 355 010

Asia-Pacific: 800 4357 3267

Australia: +1 800 80 80 53

Hong Kong: 9034 6620

China (North): 10800 852 1795

China (South): 10800 152 1795

Malaysia: 1 800 81 4900

Singapore: 800 8523 745

Thailand: +800 852 3781

2.2 The Hosting Service does not include the maintenance and support of Ungerboeck Software. Maintenance and support of the software is provided pursuant to, and governed by, a separate USI Software Maintenance Agreement.

## 3. OUR RESPONSIBILITIES.

3.1. USI's Hosting Services are provided by an international third-party provider utilizing industry best practices. USI's current provider is Amazon Web Services ("AWS"). AWS provides 99.95% availability for its service.

3.2. We shall: (i) use commercially reasonable efforts to make the Production System available 24 hours a day, 7 days a week during the course of the service term, except for: (a) planned downtime for system maintenance and backup services, or (b) any circumstances beyond Our reasonable control, including



## USI Hosting Service Level Agreement (cont.)

without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, or acts of terror, failure of third-party software, failure of network access to the Cloud Datacentre, unless such failure is caused solely by USI, Domain Name Services ("DNS") issues outside the direct control of USI, Your acts or omissions (or acts or omissions of others engaged or authorized by You) including, without limitation, custom scripting or development, changes in configuration, any negligence, willful misconduct, or use of the Hosting Services in breach of the Hosting Agreement or this SLA, or outages outside the Production System that hinder access to Your environment; (ii) provide to You basic support as described in Section 2; and (iii) provide access to the Production System only in accordance with applicable laws and government regulations.

3.3. In addition, We shall provide 24x7 monitoring of the Production Systems using industry accepted practices that alerts Our support staff to system performance and resource utilization patterns. Upon request, We will notify You of any system outages and/or severe system performance degradations affecting the Production System that are directly attributed to the USI hosting service and exceed ½ hour in duration. Notifications for incidents of ½ hour or less will be provided if requested on a per incident basis. Notifications will not be provided for outages associated with planned downtime. Requests for outage notification should be directed to Ungerboeck Customer Care.

#### 4. YOUR RESPONSIBILITIES

4.1. You shall (i) be responsible for Users' compliance with USI License Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosting Services, and notify Us promptly of any such unauthorized access or use, (iv) use the Hosting Services only in accordance applicable laws and government regulations, and (v) use equipment meeting the specifications contained in the USI Technology Guidelines: <https://supportcenter.ungerboeck.com/entries/46410846-Ungerboeck-19-70-20-70-Technology-Guidelines>.

**USI's ability to provide the Hosting Services to You is dependent on Your compliance with this section.**

4.2. You shall not (a) make the Hosting Services available to anyone other than Users, (b) sell, resell, rent or lease the Hosting Services, (c) use the Hosting Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Hosting Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Hosting Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Hosting Services or their related systems or networks.

4.3 We shall provide assistance to You in determining the root cause of any reported Hosting Services issues, provided that Your equipment complies with USI's Technology Guidelines (see Section 4.1 above), that you designate qualified personnel to work with USI in providing such assistance, and that You and the user experiencing the issue use your best efforts to provide all information and reasonably required to make such determination.

4.4 Further, you shall not:

(i) Permit any third party to access the Hosting Services except as permitted by these Terms or in an Order Form;

(ii) Create derivative works based on the Hosting Services except as authorized by these Terms;

(iii) Copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes;

(iv) Reverse engineer the Hosting Services; or

(v) Access or allow a third party to access the Hosting Services in order to:

(a) Build a competitive product or service, or

(b) Copy any features, functions or graphics of the Hosting Services.