



PO BOX 1127
SALIDA, CA 95368
Toll Free 1-800-686-1134
Fax 1-800-797-4110
www.CaseloadPRO.com

August 18, 2014

Kittitas County Probation
Attn: William Holmes
205 W 5th Avenue, Ste 211
Ellensburg, WA 98926-2887

Dear William:

Enclosed is your signed contract for CaseloadPRO. We are looking forward to working with you and your department! If you have any questions, please don't hesitate to contact us.

Thank you,

A handwritten signature in blue ink, appearing to read 'Melissa Miller', is written over a horizontal line.

Melissa Miller
mmiller@caseloadpro.com
(800) 686-1134
Enclosure



Kittitas County, WA

One-Time Expenses

Setup Charge\$295

This is a one-time fee that covers any necessary changes to system lookup tables and the provisioning of space on CaseloadPRO servers.

Custom Reports TBD

CaseloadPRO will provide 10 hours of report development. Additional report development will be an additional charge.

Data Conversion Est. \$3,000 - \$5,000

Base level conversion of existing data into CaseloadPRO. Price is an estimate which is subject to change upon receiving and evaluating existing database.

Training (Optional)\$350

CaseloadPRO will provide 4 hours of online training. Limit of 10 users per session. Additional online/onsite training options are available.

Total.....\$645 + Conversion Costs

Effective Date: The effective date of this order shall be the date of last signature.

Duration: This Customer Order will remain in effect for 90 days.

Payment: All services are to be paid in advance. All one-time expenses will be billed upon acceptance of the Master Subscription Services Agreement and this Customer Order. Any work described will commence upon receipt of payment unless otherwise agreed to in this Customer Order.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

Kittitas County, WA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CaseloadPRO, L.P.

By: _____

Name: _____

Title: _____

Date: _____

Case Management User Monthly Subscription (9 users @ \$50.00/user) \$450

The monthly subscription amount is based on the number of active "Users". For the purposes of this order, a user shall be defined as any individual person who has an active login to access all areas of CaseloadPRO. Additional users may be added, which will be pro-rated through the remainder of the subscription term then in effect. Customer may decrease its users during any month upon 30 days' notice. The minimum number of licensed users shall be two (2) users. A credit will be provided in the form of an extension to the subscription term then in effect.

Total Monthly Costs \$450

Effective Date: The effective date of this order shall be the date of last signature.

Duration: [1] month starting at system acceptance and "Go Live"


Renewals: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

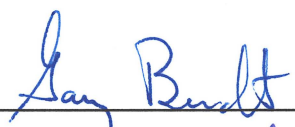
Price Increases: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Bureau of Labor Statistics Consumer Price Index (CPI), Seattle Area. The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).

Payment: All services are to be paid in advance. Payment for the first month of "Monthly Expenses" is due at system "Go Live". Future "Monthly Expenses" invoices will be due prior to the beginning of the month in which the services are provided.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.


Kittitas County, WA

By: 
Name: Paul Jewell
Title: Boee chairman
Date: 8/5/14

By: 
Name: Gary Berndt
Title: Boee Vice-Chairman
Date: 8/5/14

By: Absent
Name: Obie O'Brien
Title: Boee
Date: 8/5/14

CaseloadPRO, L.P.

By: 
Name: Larry Stanton
Title: Director of Sales
Date: 8-14-2014

Master Subscription Services Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the department signing below (**Customer**), and is dated as of the date of last signature.

- 1) **CASE MANAGEMENT SERVICE.** This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:
- Offender *demographic data* entering and maintaining,
 - Offender *case details* entering and maintaining,
 - Offender *image* uploading and tracking, and
 - Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (**Service**). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

2) **USE OF SERVICES.**

- a). **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.
- b). **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services, (x) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

- 3) **PAYMENT TERMS.** Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.

4) **WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY.**

- a). **Limited Warranty.** CaseloadPRO warrants to Customer (i) that commercially reasonable efforts will be made to maintain the online availability of the Services for a minimum of 99% availability in any given month (excluding scheduled outages), (ii) the Services will perform materially in accordance with its user guide, (iii) the functionality of the Services will not materially decrease, (iv) and the customer support will not materially degrade.
- b). **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CASELOADPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5) **MUTUAL CONFIDENTIALITY.**

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). CaseloadPRO's Confidential Information includes the Services.
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who

need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the Recipient without use or access to the Confidential Information.
- 6) **PROPRIETARY RIGHTS.**
- a). **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (**Software Component**).
- b). **Customer Restrictions.** Customer *may not*:
- reverse engineer the Services or the Software Component;
 - remove or modify any proprietary marking or restrictive legends in the Service; or
 - access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
- c). **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (**Customer Provided Information**). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
- d). **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with the right to make additional copies of the material (**Licensed Documentation**).

7) **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

- a). **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).
- b). **Limitation of Liability.** CASELOADPRO'S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER AS WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) **TERM, TERMINATION AND SUSPENSION OF SERVICE.**

- a). **Term.** This agreement continues until all orders have expired or are terminated. Orders may have specific durations specified on the order (**Term**). Unless otherwise specifically provided in the applicable order, additional user blocks subscriptions terminate on the same date as pre-existing user block subscriptions.
- b). **Mutual Termination for Material Breach.** If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- i. **Actions upon Termination.**
- (w) *Upon any termination as provided in 8(b) above by Customer, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.*
- (x) *Upon any termination as provided in 8(b) above by CaseloadPRO, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.*
- (y) *Upon any termination as provided in 8(b) above, CaseloadPRO will destroy all customer data within 30 days, or within 5 days upon request from Customer.*
- c). **Return of Customer Provided Information.** Upon request of Customer within 5 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO



Kittitas County, WA

has no obligation to maintain any of the Customer Provided Information and will destroy all customer data.

d). **Suspension of Service for Violations of Law.**

CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.

- 9) **GOVERNING LAW.** This agreement is governed by the State of California, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party.

- 10) **MISCELLANEOUS OTHER TERMS.** This agreement constitutes the entire agreement between the parties, and

supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither party may assign or transfer this agreement or an order to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO, which use must be in accordance with Customer's trademark guidelines and policies.

Kittitas County, WA

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

CaseloadPRO, L.P.

By:

Name: Larry Stanton

Title: Director of Sales

Date:

Responsibilities of the CLIENT

The CLIENT is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from CLIENT staff. Only first level contacts or CLIENT designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support

Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)

Phone #: (800) 686-1134

Email: help@CaseloadPRO.com

Priority 1 Emergency Support 24x7

Phone #: (800) 686-1134 extension 911

Scheduled Outages

72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

Priority	Definition	Response Guideline	Details
Priority 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 24 hours
Priority 2	Substantial degradation in performance of the Service	12 hours	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 5 days
Priority 3	Minimal to no impact on the availability or performance of the Services	3 days	Commercially reasonable efforts to include in next major release