

MASTER SOFTWARE-As-A-SERVICE (SAAS) AGREEMENT

This Master Software as a Service Agreement (the "Agreement") is dated, made, and entered into as of the 1st day of January 2023 by the Sauk County, WI Department of Human Services, and **5 Point Solutions, LLC**, a South Carolina limited liability company organized and existing under the laws of the State of South Carolina.

Customer Name:	Sauk County Department of Human Services ("Customer")
Address:	510 Broadway Baraboo, WI 53913
Vendor Name:	5 Point Solutions, LLC ("Vendor" or "5 Point Solutions")
Principal Address:	204 Caughman Farm Lane, Suite 201 Lexington, South Carolina 29072

BACKGROUND AND PURPOSE

Vendor is the owner of CaseWorX computer software system ("Software") hosted as a software as a service ("SaaS") solution, and also provides hosting configuration, training, and other computer software integration services for various computer automated business functionality transferring certain data into and retrieving such data from the Software purchased by Customer hereunder ("Services"). The CaseWorX SaaS solution was designed as a collaborative platform to streamline the integrating of independent software systems and generating focused reports to measure the effectiveness of a subscriber's criminal justice system.

Vendor provides to customers, access to the Software by way of its CaseWorX web-based case management system on a subscription basis as a Software-as-a-Service (SaaS) offering. CaseWorX can be configured to streamline the management of program evaluation, treatment, and monitoring using electronic document management; collaborative notes; and provide reporting measurements and tools to provide outcomes and success rate data. Customer now desires Vendor to provide, and Vendor desires to provide, Customer with access to the CaseWorX Software by way of Vendor's SaaS offering.

Vendor and Customer may sometimes be referred to herein each as "Party" or together as "Parties." Based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of Access to Software.

1.1. Access Grant. During the Term of this Agreement, Vendor hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, right, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Vendor's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Vendor in accordance with Sections 2 and 3 below ("Solution"). Customer's access to the Solution is limited for use by the number of staff members as set forth in Attachment(s). Additional fees will apply if Customer desires to add more agencies or other staff members. Civilian workers that are directly employed by Customer may also use the Solution in accordance with State and Federal CJIS regulations. However, Customer shall not provide any third-party access to the Software or Solution without Vendor's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Vendor may make available to the Services that Customer procures from Vendor.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Vendor's prior written consent: (i) exceed the number of permitted staff members as set forth on Attachment(s); (ii) license, sublicense, provide access, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof.

2. Services. Upon execution of a Statement of Work ("SOW") Vendor will provide customization services and integration and connection services for the Software to agreed upon data interfaces as set forth in the mutually approved Statement of Work to support the Solution. If Customer desires additional interfaces, configuration or customization an additional Statements of Work to this Agreement will be entered into and additional fees will apply.

3. Joint Effort & Customer Responsibilities. Customer agrees to make available, at no cost to Vendor, access to all equipment, management, supervisory and other Customer personnel, as Vendor may reasonably require, to perform its duties hereunder in a timely fashion. Customer agrees to provide Vendor's personnel, at no cost to Vendor, reasonably adequate office space, furniture and telephones at Customer's location for the performance by Vendor's employees of their assigned tasks pursuant to this Services Agreement.

The Parties agree that the implementation, configuration or other services tasks delineated in a Statement of Work will involve the mutual cooperation and support of both parties. Vendor and Customer promise and agree to cooperate and perform all duties, tasks, and services required herein in a timely manner. Customer acknowledges, at its expense, to procure any licenses required for integrating with Customer's third-party software, and for managing the timely performance of any tasks by Customer's personnel and its third-party consultants. Any unanticipated delays by Customer or its third-party vendors which interferes with Vendor from timely completing Vendor's work assignments or causes delays in project completion dates will result in extensions of project timelines and Customer agrees to use commercially reasonable efforts to ensure that any such delay does not result in slippage of later project schedules. In addition, Customer acknowledges that delays not caused by Vendor may result in additional fees charged on a time and materials basis at the rate of \$225.00 per person-hour if such delays require extending or rescheduling Vendor's personnel allocated to the corresponding project.

4. Customer Support. During the Term, Vendor will provide Customer with the ability to report technical issues 24x7 for the Software/Solution. Response times to resolve issues are set forth at Vendor's Customer Support Policies set forth in a Schedule to the corresponding Attachment.

Telephone support shall be available to not more than three (3) named callers. Vendor support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide Vendor access to production systems for purposes of customer support.

5. Service Level Agreement. Vendor will provide the Services in accordance with the Service Levels ("SLAs") annexed to the corresponding Attachment as the SLA Schedule.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in the Attachment and will be paid to Vendor by Customer. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable by the latter of (a) to the extent specifically provided for in an Attachment or SOW, the payment due date(s) shown on the applicable Attachment or SOW, or (b) forty-five (45) days from invoice date. Unless otherwise instructed by Customer in writing, Vendor shall send all invoices to Customer at the following:

Sauk County Department of Human Services for Justice, Diversion, and Support
505 Broadway St.
Baraboo, WI 53913
Jennifer Kleckner
Jennifer.kleckner@saukcountywi.gov

6.2 Expenses. Customer shall reimburse Vendor for pre-approved travel and cost of living expenses incurred while performing Services hereunder. Such expenses are included in any estimates provided in a SOW. All travel expenses required for the initial set up and training are included in the setup fee set forth in the applicable Attachment.

6.3 Taxes. *This section applies only if Customer has not provided Vendor with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes.* Subscription fees and all other fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service or any other services provided under this Agreement. If Vendor has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the invoice clause which will be used as the ship-to address on the Attachment, and invoiced to and paid by Customer, unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. **Ownership.**

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution, and underlying Software under this Agreement. Vendor, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Vendor pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Vendor, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement.

7.2 Documentation and Training Materials. All Vendor documentation and training materials provided by Vendor hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Vendor. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Vendor documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Vendor documentation or training materials shall be provided to any third party or competitor of Vendor.

7.3 Customer Data.

(a) All data uploaded by Customer into or created using Vendor's SaaS Services is owned solely by the Customer, and Vendor will not access such data unless for the sole purpose of delivering

the Services. Customer acknowledges and agrees that Vendor is merely a provider of the SaaS Services and the Solution on which the Customer Data resides.

(b) Customer may access and retrieve Customer data stored using the SaaS Services at its sole discretion, regardless of who created the content and for what purpose. Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data.

(c) Customer hereby authorizes Vendor to access Customer Data for the sole purpose of providing the Solution and Services hereunder. Vendor will not share Customer Data with any third parties, subject to Section 12.2 herein, or modify any Customer Data without Customer's express written consent. Access to Customer Data by Vendor's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Security and Insurance

8.1 Security.

(a) Vendor will operate the Services in alignment with NIST and CJIS controls.

(b) Vendor will provide a copy of their internal Statement of Cybersecurity posture prior to entering into this agreement. FivePoint Solutions has attached this statement to the contract under *Attachment II: Cyber Security Statement*.

(c) Vendor will permanently delete all data and copies of data from its systems when deleted by the Customer, any authorized End User, or as designated in customer-defined retention schedules.

8.2 Insurance. During the term of this Agreement, Vendor shall, at Vendor sole cost, maintain the following insurance:

Comprehensive General Liability Limits: \$1,000,000 bodily injury/ property damage.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance shall name the Employer as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Employer. An updated copy of the Certificate must be provided anytime a change is made to any policy.

9. Limited Warranty

9.1. Software/Solution Warranties.

(a) Vendor hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Vendor's published documentation ("Documentation") and to Customer specifications that Vendor has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Vendor has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Vendor's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Vendor within thirty (30) days of its discovery in writing in order to receive the warranty remedy set forth in this Section 9.1(a).

(b) Vendor's sole obligation under this Software/Solution warranty shall be to provide a workaround or correction for or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in the SLAs for the corresponding Attachment. If Vendor does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Vendor to Customer, then Customer has the option to terminate the Services upon written request, and Vendor will refund prepaid fees pro-rated for the balance remaining in the then-current term.

(c) Vendor shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement.

9.2 Services Warranties. The following service warranty applies to professional services performed for Customer under a SOW.

(a) Vendor warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Vendor in writing within thirty (30) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 9.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Vendor's obligation under this service warranty shall be to re-perform the defective Services at no cost to Customer. For any breach of the services warranty set forth in this Section 9.2, Customer's exclusive remedy, and Vendor's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Vendor fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Vendor and Customer, Customer shall be entitled to a refund within thirty (30) days of notice by Customer of the fees paid by Customer to Vendor for the deficient services and to immediately terminate the particular statement of work without liability.

9.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Vendor with the required information or take the required actions in a timely manner.

10. LIMITATION OF LIABILITY.

- (A) TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE, AND OTHER SERVICES ARE PROVIDED BY VENDOR TO CUSTOMER ON AN "AS IS" BASIS. VENDOR DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION.
- (B) Limitations of liability. Vendor's liability for contract damages is limited to direct damages and further to no more than twice the Agreement amount. Vendor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification or confidentiality rights and obligations are not subject to a cap on the amount of damages.

11. Indemnification

- 11.1 Infringement. Vendor will defend, indemnify and hold harmless Customer against any and all third-party claims that the Software or Solution infringes any U.S. Patents or registered U.S. copyrights of such third party that are issued as of the Effective Date of the Agreement. Vendor shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) Customer promptly notifies Vendor in writing after its discovery of of such claim in sufficient detail to enable the Vendor to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Vendor's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Vendor's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Vendor at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term.

12. Term and Termination.

- 12.1 Term. The Initial Term shall commence as of the Effective Date of this Agreement and continue in full force and effect for a one (1) year term with an annual payment for services following the Service Start Date as set forth in the Attachment(s).

- 12.2 Termination. This Agreement may be terminated as follows:

- 12.2.1 Termination for Non-Appropriation of Funds. Without limiting any party's right to terminate for breach, the parties agree that Customer may terminate this Agreement on 90 days' advance written notice to the Vendor due to lack of funding. Customer agrees to include in its budget request appropriations sufficient to cover Vendor's obligations under the Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. All obligations of Customer to make payments after the termination date will cease and all Vendor obligations to provide the applicable Solutions, Software and

Services will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Solution was made available prior to Vendor's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received access to the Solution and services. Otherwise, there is no right to terminate for convenience during the Initial Term or any renewal term, if any.

12.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach. If the Services have not been provided for 30 days or more after notice by Customer, Customer may terminate this Agreement and receive a refund of prepaid fees pro-rated for the balance remaining on the then-current subscription term.

12.3 **Effect of Termination.** Upon any expiration or termination of this Agreement, all Attachments shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data" and "Transition Period before Final Termination") and Vendor Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Vendor prior to the effective date of termination and termination for any reason other than Vendor's uncured material breach shall not relieve Customer of the obligation to pay all future amounts due under all Attachments.

12.4 **Transition Period before Final Termination.** If this Agreement is terminated and Customer submits a written request to Vendor for a one-time transition period within thirty (30) days of such termination, Vendor will continue to provide the Service for up to six (6) months (the "Transition Period"), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). If Customer requests transition assistance during the Transition Period, Vendor will provide consulting cooperation and assistance regarding the Service as set forth in a Statement of Work, governed by a professional services agreement, at Vendor's then-current rates for professional services unless a different rate is mutually agreed upon by the Parties. Notwithstanding the foregoing, if Vendor is enjoined from performing, or termination of this Agreement was due to Customer's breach, Vendor has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for

further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

12.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Vendor will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Vendor Service and will be subject to a fee based on Vendor's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Vendor for Customer's breach, Vendor may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

12.6 Retrieval of Customer Data. Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Vendor will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Vendor will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Vendor will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Vendor will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in an industry-standard and Vendor-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Vendor by Law. Additionally, during the Term of the Agreement, Customer may extract Customer Data using Vendor's standard web services.

12.7 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11, and 12 shall survive the termination of this Agreement.

13. General Provisions.

13.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

13.2 Public Records and Confidentiality.

- (a) **Obligations.** Each party will: (1) protect the other party's Confidential Information (defined below) with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to certain affiliates, employees, and agents who have agreed in writing to keep the information confidential. Each party (and any affiliates, employees, and agents to whom the information has been disclosed) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents that are in violation of this Section. "Confidential Information" means information related to the subject matter of a SOW and any of the projects thereunder (including any third party

information), 5 Point's Software (object and source code) and the business of the disclosing party, which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information, (ii) is the subject of efforts by the disclosing party or owner of the third party Confidential Information that are reasonable under the circumstances to maintain the secrecy of the information, and (iii) is identified by either party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, including this Agreement.

- (b) **Exceptions.** Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the party; or (4) was rightfully given to the recipient by another party.
- (c) **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it: (1) Provides notice in the same manner as prescribed in section 13.9 below-and (2) gives the other party **15** business days to challenge the disclosure.
- (d) **Third-Party Requests.** If a Party is responsible for responding to Third Party Requests such Party will, to the extent allowed by law and by the terms of the Third Party Request: (1) promptly notify the other Party, as prescribed in section 13.9 below, of its receipt of a Third Party Request in a manner permitted by law and the other party **15** business days to challenge the disclosure; (2) comply with the other Party's reasonable requests regarding its efforts to oppose a Third Party Request; and (3) provide the other Party with the information or tools required for the other Party to respond to the Third Party Request.
- (e) **Data Breach.** In the event of a data breach or unauthorized access of the Customer's data, Vendor will promptly notify the Customer of the breach, including details of its nature, the data compromised, mitigation efforts, and corrective actions to be taken by Vendor.

13.3 Assignment. This Agreement is not assignable by either party without the prior written consent of the other.

13.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

13.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

13.6 Right to Subcontract. Vendor may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by 5 Point

Solutions LLC to provide any service set forth herein to Customer and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to 5 Point Solutions LLC.

13.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

13.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

13.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Vendor: 5 Point Solutions LLC
204 Caughman Farm Lane, Suite 201
Lexington, South Carolina 29702
Attn: Cicero G. Lucas, Chief Executive Officer
Email: contracts@myfivepoint.com

To Customer: Sauk County Department of Human Services
505 Broadway St.
Baraboo, WI 53913
Justice, Diversion & Support Department

With a copy to: Department of Human Services for Justice, Diversion, and Support
505 Broadway St.
Baraboo, WI 53913
Amanda Hanson, Programs Manager
Amanda.hanson@saukcountywi.gov

Nothing in this paragraph is intended to disrupt routine communications between the parties.

13.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

13.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

13.12 Modifications. Any amendment, supplementation, or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 13.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

13.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of legal association between the Parties and each Party is an independent contractor.

13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

13.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of one (1) year after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

13.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

13.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Wisconsin, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place exclusively in the Sauk County Circuit Court or the Western District of Wisconsin Federal Court.

13.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

13.19 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern. The parties expressly agree that different or additional terms shall govern unless by a formal amendment to this Agreement signed by the parties.

13.20 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power, and authority to enter into this Agreement and bind such Party accordingly.

13.21 Offer Extended To Other Governmental Entities. Customer encourages and agrees with the Vendor extending the terms and conditions of this Agreement to other governmental entities at the discretion of the Vendor.

IN WITNESS WHEREOF, Customer and Vendor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

5 POINT SOLUTIONS, LLC

CUSTOMER

By Cicero lucas
Cicero lucas (Dec 21, 2022 09:29 EST)

By Jessica Mijal

Name Cicero lucas

Name Jessica Mijal

Title General Manager

Title Director

Date Dec 21, 2022

Date 5/8/2023

**ATTACHMENT I
PRODUCTS & PRICING SCHEDULE**

Customer Name and Address:

Sauk County Department of Human Services
505 Broadway St.
Baraboo, WI 53913
Justice, Diversion & Support Department

Prepared By: Sam Morgan

Email: contracts@myfivepoint.com

Phone: 803-951-2094

Contract Term: January 1, 2023 – December 31, 2023

Product/Services Selected: CaseWorX SaaS Solution

Number of Authorized Users: Unlimited

CaseWorX Subscriptions: 3: ATC, SUDS, and Reentry Courts

CaseWorX SaaS Solution Annual Renewal Fees

Description	Coverage Period	Invoice Date	Cost
CaseWorX SaaS Solution (Year 1) - Software, Upgrades, Maintenance, and Support; Microsoft Azure Government Cloud	01/01/23 - 12/31/23	1/3/22	\$ 9,270.00

INVOICING AND PAYMENT TERMS

Invoicing. The vendor will invoice the Customer for the Year 1 Fees at the commencement of the Service Start Date. Additional data connectors/interfaces, if any, will be invoiced upon completion of each subject to a mutually approved Statement of Work. Year 1, Year 2, Year 3, and Year 4 fees will be automatically invoiced on the anniversary date of the agreement each year.

Payment Terms. Payments are due no later than thirty (30) days after receipt of 5 Point Solutions invoice.

All estimates are based on information provided to FivePoint by the Customer.

The standard Time & Materials rate for work conducted offsite for FivePoint is \$200.00 per hour. All billable services performed outside of this Statement of Work will be billed at \$200.00 per hour, which must be pre-approved in writing by the Customer, which approval will not be unreasonably withheld.

The Onsite Training rate for FivePoint is \$200.00. This is billed based on time spent with the customer. This rate covers travel expenses for FivePoint, as well as the time spent working with the customer onsite.

SLA SCHEDULE
To
Attachment No. I
5 Point Solutions CaseWorX SaaS Solution
Service Levels and Standard Customer Support Policy

Support Contact Methods

Phone: 803-951-2094 option 3

Email: support@myfivepoint.com

Uptime Availability

5 Point will maintain 98% total availability of the CaseWorX Solution, including Software, Service, and SaaS to Customer measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). 5 Point Solutions will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 5PM EST ("Normal Business Hours".) Emergency repairs will be performed as required and 5 Point Solutions will promptly notify Customer of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the CaseWorX Solution
- Connectivity issues including LAN, wireless access from Customer vehicles and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

Additional contact with the customer to continue to triage the support request and resolve items such as:

- Data issues including integrity and accuracy
- Problem with data interfaces
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code-level changes to the application

Identification and resolution of a software failure which requires a patch or fixes

Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.

Severities

Severity 1 High Priority Critical	Definition: System down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service
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	request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. 5 Point Solutions will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. 5 Point Solutions support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 Point Solutions will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 5PM EST. Requests will be responded to within 4 hrs during these business hours. 5 Point Solutions will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. 5 Point Solutions support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 will provide Customer with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday

	through Friday, 8AM EST and 5PM EST. During these business hours, requests will be responded to within 24 hrs. 5 Point Solutions will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. 5 Point Solutions support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	5 Point Solutions support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If 5 Point Solutions does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with the CaseWorX SaaS Solution and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, or otherwise out of 5 Point Solutions' control.

ATTACHMENT II CYBER SECURITY STATEMENT

FivePoint holds data security as a cornerstone to all its data, processes and solutions. Security is achieved at multiple levels that currently include but may not be limited to:

1. Making all employees annually Approve of the FivePoint Information Security Policy
2. Making all employees take monthly information security training of which required training includes Information Security Fundamentals, CJIS Levels 1 -4, and HIPAA
3. Employee workstations are registered to mobility management, use antimalware software and abide by security policy
4. All solutions are hosted in the Azure US Government Cloud. These data centers hold FedRAMP, ISO, HIPAA/HITRUST and other certifications that can be reviewed in the Microsoft Trust Center
5. All Solution traffic passes through an Application Gateway in Firewall Mode. Rules include those in the OWASP Core Ruleset (CRS). HTTPS and TLS 1.2 are required
6. All Virtual Machines are required to:
 - a. Have real-time and scheduled antimalware software – IaaS Antimalware.
 - b. All Antimalware software is upgraded nightly and scans are done weekly
 - c. Regular Backups
 - d. Encrypted Storage
 - e. Just In Time, role controlled access
 - f. FIPS 140-2 Encryption when communication occurs within the network
7. All databases are required to:
 - a. Have FIPS 140-2 certified Transparent Data Encryption (TDE) at rest.
 - b. PII/PHI Column Level Masking
 - c. Role controlled access and CJIS certified where required
 - d. Alerts and monitoring for performance and suspect activity
 - e. Point In Time Recovery
 - f. Regular Backups
8. External malware scans by a third-party
9. Prior to any solution release, solutions must be scanned by a third party for vulnerability. Critical findings are required to be patched







Five Point Solutions_Sauk_WI_FY23 Contract

Final Audit Report

2022-12-21

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By:	Sam Morgan (smorgan@myfivepoint.com)
Status:	Signed
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-  Signer rucas@myfivepoint.com entered name at signing as Cicero lucas
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