



POLICE DEPARTMENT

CHARTER TOWNSHIP OF WHITE LAKE

MATTHEW IVORY
CHIEF OF POLICE

June 29, 2026

Rik Kowall, Township Supervisor
White Lake Township

RE: CLEMIS AUTHORITY MSA

The purpose of this memorandum is to request that the Township Board of Trustees approve a resolution for Fire Chief Dave Feichtner and myself, to approve and sign the Master Service Agreement (MSA) provided by the new CLEMIS authority. This MSA is required in order for us to maintain services once the Authority goes live. This agreement has been vetted by the Township's attorney and will cover both the White Lake Township Police Department, as well as the White Lake Township Fire Department. The resolution has been attached for your review, along with supporting documents from the Township Attorney. If approved by the Township Board, we will be able to electronically sign the MSA the next day.

Chief Feichtner and I are happy to address any questions or concerns with the Township Board at the next meeting.

Sincerely,

Matthew Ivory
Chief of Police

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 25, 2026

Matthew Ivory, Chief of Police
White Lake Township
7525 Highland Road
White Lake, Michigan 48383

Re: CLEMIS Master Services Agreement ("Agreement")

Dear Chief Ivory,

You asked us to review the Main Services Agreement with the Courts and Law Enforcement Management Information Systems ("CLEMIS") Authority. We do not have any legal concerns with the Agreement. We noted procedural issues to be aware of below in sections 5 and 6. This letter provides an overview of key provisions in the Agreement.

Main Services Agreement ("MSA")

The Main Services Agreement ("MSA") will allow each participating Public Body to receive professional services from the CLEMIS Authority. These services include system setup, configuration, training, data migration and other professional services described on individual Order Forms.

1. Service/Data:

- a. The MSA authorizes the Public Body to upload data, which includes public safety data into the CLEMIS Service. Doing so authorizes the sharing of this data with other public agencies that use the Service and the right to permit users within the Public Body to access the Service.
- b. Users must be employees or contractors of the Public Body.
- c. Services provided will be identified on individual Order Forms. The Order Form will include the terms of a "Data Processing Addendum", which also must be followed.
- d. The Public Body is the owner of its data. If the Authority receives a FOIA request for Public Body data, it will provide notice to the requesting person indicating that they must submit their request to the Public Body.
- e. The Public Body is required to adopt an Enhanced Access policy under the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15. 441 et. seq, ("EAPRA") to allow the Authority to make the Public Body's Data available for inspection, purchase or copying pursuant to EAPRA.
- f. The Service is provided by the Authority "As Is" without warranties.
- g. This Public Body is required to comply with the Authority's Acceptable Use Policy and related documentation.

2. **Auditing:** If requested by the Authority, the Public Body is required to provide a signed certification that the Service is being used in accordance with the terms of the MSA, the locations where the Service is accessed, the number of users, and any other reasonable information requested. The MSA authorizes the Authority to audit the Public Body's use of the Services.
3. **Third-Party Products:** The Authority may facilitate the purchase of third-party products by the Public Body. If the Public Body chooses to purchase these products it will need to enter into an agreement with the provider.
4. **Payment:**
 - a. **Authorized Representatives:** The Public Body must provide the Authority with a list of authorized individuals who can execute Order Forms with the Authority to receive services. Since the Order Forms are likely to contain legal requirements, we recommend having these Forms reviewed by your attorney.
 - b. **Fees:** The Authority will maintain a fee schedule on its website. Authority fees may change after providing at least 120 days' notice of the change.
 - c. **Payments:** Payments will be due 60 days from the date of the invoice and are subject to an interest charge if paid late.
 - d. **Lack of Appropriation:** A Public Body may terminate an Order Form if sufficient funds are not appropriated by the Public Body during the budget process.
5. **Term, Termination:** The MSA has a 12 month term, however, it renews for successive periods unless the Public Body and Authority agree to a different renewal term on an Order Form. The MSA may be terminated by either party by providing notice of non-renewal at least 30 days prior to the end of the current term. An Order Form for a Service may be terminated in whole or in part as well as the MSA, for a material breach. Upon termination of the MSA, the Authority will provide the Public Body with its Data in an electronic format. Our concern is the possibility of having an Order Form establish a different term for the Agreement. It would be preferable not to change the term of the Agreement via an Order Form.
6. **Confidentiality:** The Authority and Public Body may exchange confidential information. The Public Body may disclose confidential information to the extent provided by law, including pursuant to a Freedom of Information Act request. **In the event of a FOIA request or other legal request for information, the party disclosing confidential information is required to notify the other party prior to the release of the records.** Our concern is the notification requirement. You will need to advise your FOIA coordinator to provide notice to CLEMIS if you receive a FOIA request relating to CLEMIS confidential information. We recommend having us review FOIA or other legal requests for information about CLEMIS services and performance.
7. **Limitation of Liability:** The Authority's liability is capped at the amount paid by the Public Body to the Authority in the 12 months preceding the incident
8. **Points of Contact:** The Public Body is required to designate a primary and secondary contact on its Order Form.

CLEMIS Authority Agreements
Letter to Chief Ivory
June 25, 2026
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Please let us know if you have any questions about the MSA.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley
Joellen Shortley

cc: J. David Feichtner, Fire Chief
Patricia Pergament, Deputy Supervisor
Lisa Hamameh, City Attorney

**RESOLUTION APPROVIDING CLEMIS AUTHORITY
MASTER SERVICES AGREEMENT**

Resolution #26-019

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held on the 21st day of July 2026 in the Township Annex, located at 7527 Highland Road, White Lake, Michigan at 6:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____
and supported by _____.

WHEREAS, the Charter Township of White Lake, Oakland County and the Charter Township of Bloomfield, through an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “CLEMIS Interlocal Agreement”).

WHEREAS, the Charter Township of White Lake (“Public Agency”), specifically its Police and Fire Departments, also want to use the services of the CLEMIS System operated by the CLEMIS Authority (the “Authority”) by entering into a services agreement with the Authority.

NOW THEREFORE BE IT RESOLVED: the Board of Trustees of the Charter Township of White Lake resolves as follows:

1. That the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the “CLEMIS MSA”) between the Public Agency and the Authority;
2. That the Police Chief of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and the Supervisor is authorized to execute the CLEMIS MSA on behalf of the Public Agency; and

A vote on the foregoing resolution was taken and was as follows:

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

CERTIFICATION

I, the undersigned, the duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that:

- (1) The foregoing is a true and complete copy of a Resolution adopted by the Board of Trustees of the Charter Township of White Lake at a regular meeting held on the 21st day of July 2026, the original of which resolution is on file in my office.
- (2) That the resolution remains in effect;
- (3) That the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) That the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of July __, 2026.

Anthony L. Noble, Township Clerk
Charter Township of White Lake

INITIAL PARTICIPANT AGREEMENT
Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Initial Participant Agreement by the Initial Participant and the CLEMIS Authority (the "Authority"), the Initial Participant and the Authority agree to the provision and receipt of services pursuant to the Main Services Agreement (the "MSA") attached hereto.

INITIAL PARTICIPANT	
Full Legal Name:	
Notice Address:	
Primary Contact Name:	
Primary Contact Email:	

ATTACHMENTS <i>(attach)</i>	
Main Services Agreement	A copy of the CLEMIS MSA (as of the date of this Initial Participant Agreement) is attached.

SIGNATURES	
Each party is signing this Initial Participant Agreement on the date stated below that party's signature. The date of this Initial Participant Agreement and the MSA will be the date this Initial Participant Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).	
Initial Participant:	Authority:
	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Executive Director
Date: _____	Date: _____

MAIN SERVICES AGREEMENT

This Main Services Agreement (“**MSA**”) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this “**Agreement**”). Capitalized terms are defined in context or in Section 1.

1 Definitions

- (a) For purposes of this Agreement, the following definitions apply:
- (1) “**Acceptable Use Policy**” means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.
 - (2) “**Agreement**” is defined in the preamble.
 - (3) “**Authority**” means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.
 - (4) “**Business Day**” means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.
 - (5) “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as “confidential” or “proprietary”; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority’s Confidential Information includes technical or performance information about the Service, and the Public Agency’s Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (“**FOIA**”).
 - (6) “**Documentation**” means the Authority’s usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.
 - (7) “**DPA**” is defined in Section 4(c).
 - (8) “**Effective Date**” means the effective date of the first Order Form executed by the Public Agency.
 - (9) “**Interlocal Agreement**” means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

- (10) “**Law**” means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.
- (11) “**Order Form**” means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.
- (12) “**Personal Data**” means Public Agency Data relating to an identified or identifiable natural individual.
- (13) “**Points of Contact**” means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.
- (14) “**Professional Services**” means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.
- (15) “**Public Agency**” means the legal entity that executes an Order Form.
- (16) “**Public Agency Data**” means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. “Public Agency Data” includes, but is not limited to, public safety data.
- (17) “**Public Agency Materials**” means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.
- (18) “**Security Measures**” means that term as defined in the Security Measures made available through the Authority website.
- (19) “**Service**” means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.
- (20) “**Statement of Work**” means a statement of work for Professional Services that is executed by the parties.
- (21) “**Support**” means support for the Service as described in Section 5.
- (22) “**Support Policy**” means the support policy made available through the Authority website.
- (23) “**Suspension Event**” is defined in Section 12.
- (24) “**Taxes**” is defined in Section 11(g).
- (25) “**Technology Partner**” means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency’s behalf.
- (26) “**Term**” means the term for the Public Agency’s use of the Service as identified in an Order Form.

- (27) “**Trials and Betas**” mean access to the Service (or Service features) on a free, trial, beta, or early access basis.
 - (28) “**Usage Data**” means the Authority’s technical logs, data, and learnings about a Public Agency’s use of the Service, excluding Public Agency Data.
 - (29) “**User**” means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.
 - (30) “**Virus**” means viruses, malicious code, malware, or similar harmful materials.
- (b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 Service

- (a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.
- (b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency’s access rights include the right to permit Users within the Public Agency’s organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.
- (c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency’s use of a Technology Partner product is governed by the Public Agency’s agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 Users

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users’ actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 Data

- (a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(e.g., an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

- (b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.
- (c) The parties shall adhere to any Data Processing Addendum (“DPA”) identified on an Order Form.
- (d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.
- (e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.
- (f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.
- (g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.
- (h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.
- (i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the “EAPRA”), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a “reasonable fee” as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 Support

- (a) The Authority shall provide Support for the Service as described in the Support Policy.

6 Statements

- (a) Each party states the following:
 - (1) that it has the legal power and authority to enter into this Agreement;
 - (2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and
 - (3) that it is not listed on any United States government list of prohibited or restricted parties.
- (b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.
- (c) The Authority states the following:
 - (1) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
 - (2) The Authority makes no warranty that: (i) the Service will meet the Public Agency's requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.
 - (3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency's discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 Usage

- (a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.
- (b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:
 - (1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;
 - (2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

- (3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;
- (4) copy, modify, create derivative works of, or remove proprietary notices from the Service;
- (5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;
- (6) use the Service to develop a product that competes with the Service.

8 Auditing

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 Professional Services

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 Purchase of Third Party Products

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 Fees; Payment

- (a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.
- (b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.
- (c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.
- (d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.
- (e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- (f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 Suspension

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

- (a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.
- (b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- (c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:
 - (1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or
 - (2) ceases operation without a successor.
- (d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.
- (e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.
- (f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
- (g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 Trials and Betas

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed \$1,000.

16 Subcontractors

- (a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.
- (b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.
- (c) Technology Partners are not subcontractors under this Agreement.

17 Intellectual Property

- (a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.
- (b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.
- (c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.
- (d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 Confidentiality

- (a) A party receiving Confidential Information shall:
 - (1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;
 - (2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

- (3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.
- (b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.
- (c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.
- (d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 Liability Limitations

- (a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.
- (b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 Mutual Compliance with Laws

- (a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.
- (b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("CJISSECPOL") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the “FBI”) during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

- (c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties’ personnel operating these solutions. These controls include:
 - (1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties’ personnel;
 - (2) AT-3 (Awareness and Training), mandating that the parties’ personnel complete annual CJIS Security Awareness Training; and
 - (3) SA-9 (External System Services), mandating that the parties’ personnel sign the CJIS Security Addendum.

21 Catastrophic Event

- (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party’s inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).
- (b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.
- (c) For purposes of this Section 21, the following definitions apply:
 - (1) **“Catastrophic Event”** means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (2) **“Reasonable Efforts”** means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 Governmental Function; Immunity

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 Nonparties

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 Authority Name Changes

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 Modification; Waiver

- (a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.
- (b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.
- (c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.
- (e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 Notice

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.
- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 Points of Contact

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 Severability

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

- (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

- (a) If this Agreement is an Electronically Signed Document, all of the following apply:
 - (1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.
- (c) For purposes of this Section 30, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 Governing Law

Michigan law governs this Agreement.

32 Jurisdiction and Venue

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 Entire Agreement

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

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