

### **THIRD AMENDMENT TO AGREEMENT BETWEEN SANTA CRUZ COUNTY AND KARPEL SOLUTIONS FOR PROSECUTORbyKarpel®**

This third Amendment to the Agreement (Originally Referenced as #DOC-2022-27; Annual Contract number: 25C4539) is made and entered into by and between the County of Santa Cruz, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Karpel Computer Systems Inc. (hereinafter referred to as "KARPEL SOLUTIONS"). COUNTY and KARPEL SOLUTIONS shall hereinafter collectively be referred to as the "PARTIES" and generically as a "PARTY."

#### **RECITALS**

- A. KARPEL SOLUTIONS and COUNTY entered into an initial Agreement, with exhibits and incorporated documents, for Software Products and Services effective January 11, 2022, (the "AGREEMENT") with respect to PROSECUTORbyKarpel® ("PbK") and DEFENDERbyKarpel® ("DbK"); and
- B. KARPEL SOLUTIONS and COUNTY amended the AGREEMENT effective March 22, 2022, nullifying the portion of the original agreement pertaining to the Santa Cruz County Public Defender's Office; and
- C. KARPEL SOLUTIONS and COUNTY amended the AGREEMENT effective June 25, 2024, to pay for unforeseen costs incurred related to critically needed additional terabyte (TB) storage capacity; and
- D. KARPEL SOLUTIONS and COUNTY wish to further amend the AGREEMENT as set forth herein; and
- E. The AGREEMENT allows the PARTIES to amend the AGREEMENT upon a mutual signed written agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES, with the intent to be legally bound, agree as follows:

1. Modification of Terms: The attached Karpel Solutions Invoice #69873, dated November 12, 2024, (marked as Exhibit C), contains additional charges and/or modified fees beyond those previously authorized by the first executed ADDENDUM to the AGREEMENT (Doc-2022-263). The additional charges and/or modified fees contained in Exhibit C shall apply commencing November 1, 2024, are hereby incorporated into the AGREEMENT by reference, and are deemed to be part of the AGREEMENT continuously, as set forth in full herein, unless and until the AGREEMENT is terminated and/or is otherwise amended upon mutual signed written agreement by the PARTIES. Exhibit C contains all outstanding charges and/or fees owed by COUNTY to KARPEL SOLUTIONS. The purpose of the additional charges and/or modified fees contained in Exhibit C is for KARPEL SOLUTIONS to address an Annual PBK Hosting Fee increase, provide

additional terabyte (TB) storage capacity for COUNTY under the AGREEMENT, and to authorize COUNTY to pay for such increased fees and storage capacity. The PARTIES reserve the right to amend this AGREEMENT, in a writing signed by the PARTIES, if additional storage capacity, in excess of that set forth in Exhibit C, is necessary.

2. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify, reaffirm, and confirm the AGREEMENT executed by the PARTIES, which remains in full force and effect as modified herein.

In witness whereof, each party to this Third Addendum to AGREEMENT has caused it to be executed on the date(s) indicated below.

**Santa Cruz County**

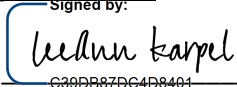
By: \_\_\_\_\_

Name: Jeffrey S. Rosell

Title: District Attorney

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

**Karpel Solutions**

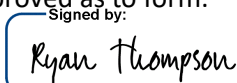
Signed by:  
By:  \_\_\_\_\_  
C39DB87DC4D8401...

LeeAnn Karpel, President

4/16/2025

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

Approved as to form:

Signed by:  
By:  \_\_\_\_\_  
4F07BB2FA63D4F5...

Ryan Thompson, Asst. County Counsel

4/15/2025

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

Approved as to insurance:

Signed by:  
By:  \_\_\_\_\_  
E4EADC5BA53B4DB...

Gina Occhipinti Borasi, Risk Manager

4/16/2025

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

EXHIBIT C

Karpel Solutions  
9717 Landmark Parkway Drive Suite  
200  
St. Louis, MO 63127  
(314) 892-6300

| Date       | Invoice |
|------------|---------|
| 11/12/2024 | 69873   |

| Bill To:  |
|---|
| Santa Cruz District Attorney's Office- CA Attn: Eric Seib<br>701 Ocean Street<br>RM 200<br>Santa Cruz, CA 95060 United States |

| Ship To  |
|--|
| Santa Cruz District Attorney's Office- CA 701 Ocean Street<br>RM 200<br>Santa Cruz, CA 95060 United States |

| Terms       | Due Date   | PO Number | Reference                                     |
|-------------|------------|-----------|---|
| Net 30 days | 12/12/2024 |           | Annual Billing for November 2024-October 2025 |

| Managed Services Details   | Quantity | Price       | Amount      |
|--|----------|-------------|-------------|
| Agreement PBK Annual Maintenance   |          |             |             |
| Annual PBK Maintenance   | 105.00   | \$450.00    | \$47,250.00 |
| PBK E-Discovery Annual Service Fee   | 1.00     | \$15,000.00 | \$15,000.00 |
| PBK External Agency& eSupoena  | 1.00     | \$10,000.00 | \$10,000.00 |
| PBK Hosting Test Site- District Attorney   | 1.00     | \$1,200.00  | \$1,200.00  |
| PBK Annual Interface Maintenance: iSubpoena-District Attorney Odyssey, Calendaring | 2.00     | \$2,000.00  | \$4,000.00  |
| Additional Storage   | 1.00     | \$30,000.00 | \$30,000.00 |
| Annual PBK Hosting Fee   | 105.00   | \$100.00    | \$10,500.00 |

|   |        |             |              |
|---|--------|-------------|--------------|
| Subtotal annual items agreeing to 1st Addendum (Doc-2022-263):                    |        |             | \$117,950.00 |
| Additional Storage  | 1.00   | \$30,000.00 | \$30,000.00  |
| Additional Storage<br>After 100TB bundles 5TB/2TB Free 3TB Billable               | 3.00   | \$500.00    | \$1,500.00   |
| Annual PBK Hosting Fee increase   | 105.00 | \$50.00     | \$5,250.00   |
| Subtotal annual <u>invoiced</u> items differing from 1st Addendum (Doc-2022-263): |        |             | \$36,750.00  |
| Total Managed Services Details:   |        |             | \$154,700.00 |

|  |         |              |
|--|---------|--------------|
| Make checks payable to: Below<br>Karpel Solutions<br>9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127 | Invoice | \$154,700.00 |
|  | Sales   | \$0.00       |
|  | Invoice | \$154,700.00 |
|  | Payme   | \$0.00       |
|  | Credi   | \$0.00       |
|  | Balance | \$154,700.00 |

## Certificate Of Completion

Envelope Id: C34351B9-A254-4EB3-A130-304AD1C07D29  
 Subject: Complete with Docusign: 2024\_3rd PbK\_Addendum Final (eps 4.15.25).pdf  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Eric Seib  
 701 Ocean Street  
 Santa Cruz, CA 95060  
 Eric.Seib@santacruzcountyca.gov  
 IP Address: 63.194.190.100

## Record Tracking

|  |  |                    |
|--|--|--------------------|
| Status: Original<br>4/15/2025 2:29:44 PM | Holder: Eric Seib<br>Eric.Seib@santacruzcountyca.gov | Location: DocuSign |
| Security Appliance Status: Connected     | Pool: FedRamp  |                    |
| Storage Appliance Status: Connected      | Pool: County of Santa Cruz                           | Location: Docusign |

## Signer Events

Ryan Thompson  
 ryan.thompson@santacruzcountyca.gov  
 Assistant County Counsel  
 Security Level: Email, Account Authentication (None)

## Signature

Signed by:  
  
 4F07BB2FA63D4F5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.194.190.100

## Timestamp

Sent: 4/15/2025 2:33:38 PM  
 Viewed: 4/15/2025 2:34:13 PM  
 Signed: 4/15/2025 2:34:40 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/15/2025 2:34:13 PM  
 ID: 758dac09-d954-41c2-8b8f-48601467b5c2

Gina Occhipinti Borasi  
 Gina.Borasi@santacruzcountyca.gov  
 Risk Manager  
 County of Santa Cruz  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 E4EADC5BA53B4DB...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.194.190.100

Sent: 4/15/2025 2:34:41 PM  
 Viewed: 4/16/2025 9:29:34 AM  
 Signed: 4/16/2025 9:29:41 AM

## Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM  
 ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

LeeAnn Karpel  
 lakarpel@karpel.com  
 President  
 Karpel Solutions  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 C39DB87DC4D8401...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 99.50.109.16

Sent: 4/16/2025 9:29:42 AM  
 Viewed: 4/16/2025 10:53:33 AM  
 Signed: 4/16/2025 10:53:42 AM

## Electronic Record and Signature Disclosure:

Accepted: 4/16/2025 10:53:33 AM  
 ID: 581097a1-b629-45ba-961f-9686e5c4cfe6

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

| Certified Delivery Events                  | Status           | Timestamp             |
|--|------------------|-----------------------|
| Carbon Copy Events                         | Status           | Timestamp             |
| Witness Events                             | Signature        | Timestamp             |
| Notary Events                              | Signature        | Timestamp             |
| Envelope Summary Events                    | Status           | Timestamps            |
| Envelope Sent                              | Hashed/Encrypted | 4/15/2025 2:33:38 PM  |
| Certified Delivered                        | Security Checked | 4/16/2025 10:53:33 AM |
| Signing Complete                           | Security Checked | 4/16/2025 10:53:42 AM |
| Completed                                  | Security Checked | 4/16/2025 10:53:42 AM |
| Payment Events                             | Status           | Timestamps            |
| Electronic Record and Signature Disclosure |                  |                       |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact County of Santa Cruz:**

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

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.