

Terms and Conditions

Wisconsin Department of Safety and Professional Services Application Hosting Agreement

IMPORTANT – READ CAREFULLY: This Terms and Conditions (“Agreement”) is a legal agreement between you, the organization or entity (“Customer”), and the Wisconsin Department of Safety and Professional Services (“WDSPS”) that covers the hosting by WDSPS of its Online Verification System to which the Customer (“Hosting Service”) subscribes.

WDSPS agrees to provide Hosting Service to Customer and Customer agrees to the following terms and conditions:

1. Term, Renewal and Termination:

- a. The effective date of this Agreement shall be the date on which Customer is first notified by a WDSPS representative of Hosting Service availability.
- b. This Agreement shall be for an initial trial period of ninety (90) days unless terminated by either party by giving five (5) days written notice to the other party prior to expiration of the initial trial period.
- c. Should the Customer continue to use the Hosting Service after the ninety (90) day initial trial period has concluded, this Agreement shall be automatically renewed for twelve (12) months and shall be automatically renewed every twelve (12) months for twelve (12) months, unless terminated by either party by giving forty-five (45) days written notice to the other party prior to expiration of any successive term.
- d. Thirty (30) days after notice of termination of Hosting Service, WDSPS shall delete information related to a Customer. Customer assumes all responsibility for any remaining obligations to provide verifications.

2. Services Provided:

- a. WDSPS shall provide Customer with application level access to its Online Verification System via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- b. WDSPS shall store all information related to a Customer created and managed by its Online Verification System, including files, text and parameters; data shall be backed-up on a separate storage system at regular intervals.
- c. Hosting Service is provided subject to the terms of the following WDSPS documents:

Application Hosting Service Level Policy

Application Hosting Service Usage Policy

3. Nature of Hosting Service: This Hosting Service provides users with online access to credential information supplied by the Customer's system. In addition it acts as a communication medium to facilitate interaction among Boards. Customers subscribe to the Hosting Service; the Hosting Service then allows individual Boards to determine the scope and nature of the information to make available to other Boards and entities through the Hosting Service.

4. Authorized Usage: Customer shall use industry best practices to protect User IDs, passwords and all other access information.

5. Limited Warranty: WDSPS warrants that the Hosting Service will conform substantially in accordance with the Application Hosting Service Level Policy for the term of the Hosting Service. WDSPS makes no other warranty regarding the Hosting Service. Customer acknowledges that WDSPS does not warrant that the Hosting Service shall be uninterrupted or error-free.

6. Customer Remedies: WDSPS's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

7. NO OTHER WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WDSPS DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. BY WAY OF EXAMPLE BUT NOT LIMITATION, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING USER DOCUMENTATION AND MEDIA, WDSPS MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES: IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL WDSPS OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES) ARISING FROM YOUR USE, OR INABILITY TO USE, THE SERVICE, REGARDLESS OF WHETHER WDSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Prior Agreements: This Agreement overrides all prior written and oral communications regarding the Hosting Service and sets out the entire agreement between WDSPS and you, the Customer. You irrevocably waive any right you may have to claim damages or to rescind (in the case of misrepresentation) the Agreement for any misrepresentation or warranty not set out in this Agreement.

10. No Waiver: Any failure by either party to exercise an option or right conferred by this Agreement shall not itself constitute or be deemed a waiver of such option or right.

11. Severability: If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

12. Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin and the Customer agrees to submit to the exclusive jurisdiction of the Courts of the State of Wisconsin with venue located in Dane County, Wisconsin, in connection with any legal action hereunder.

13. General: This Agreement may only be modified by a written document that has been signed by both Customer and WDSPS. Should Customer have any questions concerning this Agreement, or if Customer desires to contact WDSPS for any reason related to this Agreement, please contact Michael Berndt, Chief Legal Counsel, at 608-267-2914.

APPLICATION HOSTING SERVICE LEVEL POLICY
Wisconsin Department of Safety and Professional Services

THIS DOCUMENT DEFINES SERVICE LEVELS AND CONDITIONS APPLICABLE TO WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES CUSTOMER UNDER A DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES APPLICATION HOSTING AGREEMENT AND FORMS AN INTEGRAL PART THEREOF.

Technical Support: The Wisconsin Department of Safety and Professional Services (“WDSPS”) will provide Customer with technical support on setting up and configuring Customer account, access to the server, and other issues related to the System provided by WDSPS. WDSPS will not provide support for web applications, scripts, or components, either from third parties or for those developed by Customer.

E-mail technical support:

Email Hours: 7:45 a.m. to 4:30 p.m. Central Standard Time, Monday through Friday, excluding state holidays.

Email Address: DSPSHelpDesk@Wisconsin.Gov

Upon contacting WDSPS technical support Customer will be required to provide Customer account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by technical support personnel.

WDSPS’s response time to technical support issues depends on the level of severity, complexity of the inquiry and support request volume. WDSPS’ technical support Department assigns the highest priority to customer inquiries related to the servers’ unavailability. These issues are addressed first upon notification from a customer.

If Customer has unresolved concerns with DSPS’s service or technical support issues, please contact the Michael Berndt, Chief Legal Counsel, at Michael.Berndt@Wisconsin.Gov or 608-267-2914. The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

Maintenance:

Scheduled Maintenance: To ensure optimal performance of the servers, WDSPS will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. WDSPS anticipates one hour of server unavailability per month for maintenance purposes. The maintenance is typically performed during off-peak hours. WDSPS will provide Customer with advanced notice of maintenance whenever possible.

Emergency Maintenance: Under certain circumstances WDSPS may need to perform emergency maintenance, such as security patch installation or hardware replacement. WDSPS will not be able to provide Customer with advanced notice in case of emergency maintenance.

APPLICATION HOSTING SERVICE USAGE POLICY
Wisconsin Department of Safety and Professional Services

THIS DOCUMENT DEFINES SERVICE USAGE AND CONDITIONS APPLICABLE TO WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES CUSTOMER UNDER WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES APPLICATION HOSTING AGREEMENT AND FORMS AN INTEGRAL PART THEREOF.

Scope

This Service Usage Policy (“Policy”) governs the usage of the Wisconsin Department of Safety and Professional Services’ products and services (“Services”). This Policy is incorporated by reference into each contract the Wisconsin Department of Safety and Professional Services (“WDSPS”) enters into with a customer (“Customer”), for the use of such Services. Every Customer is subject to this Policy, and by virtue of using WDSPS Services, agrees to be bound by this Policy.

WDSPS may modify this Policy at any time without notice. Any modification is effective upon posting on our website and continued use of WDSPS Services constitutes the Customer’s acceptance of such modifications.

Policy violations are determined by WDSPS in its sole and absolute discretion.

Prohibited Uses: A Customer violates this policy when it, its parent, subsidiaries, affiliates, users, employees, directors, or partners engage in the following prohibited activities.

Illegal Activities: WDSPS prohibits the use of Services in connection with any illegal activity, including but not limited to the following:

- Violations of intellectual property and copyright laws.

Inappropriate Content: All communication shall be professional in accordance with all appropriate laws and rules. WDSPS shall not be responsible for any content uploaded by Customer.

The determination of inappropriate content is made solely by WDSPS.

Customer Responsibilities

- Customer is solely responsible for information relating to Customer’s credential holders.
- Customer will use best efforts to ensure Customer Content is free from viruses or other malicious code.
- Customer will cooperate fully with WDSPS in connection with WDSPS’ performance of Services.
- Customer is solely responsible for providing its users with any required disclosures on its website.

Reservation of Rights: WDSPS reserves the right to cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Service. WDSPS has no obligation to notify any person, including the Customer, regarding the information being sought, provided, or transferred in cooperation with law enforcement or legal order.

Remedies: In general, WDSPS does not and is not under any obligation to monitor Customer website or activity to determine whether Customer is in compliance with this Policy or the Terms and Conditions. However, if WDSPS determines, at its sole discretion, that a Customer has violated this Policy, corrective action may be taken.