CobbleStone Systems Corp

Software License Agreement

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of this _12_ day of _September_ , (the "Effective Date") by and between, **CobbleStone Systems Corp.,** a New Jersey corporation, with principal offices at 918 South White Horse Pike, Somerdale, NJ 08083 United States of America ("Company"), and **County of Mendocino** ("Licensee" / "Customer" / "COUNTY") (each a "Party" and collectively the "Parties").

BACKGROUND

Whereas, CobbleStone Systems Corp provides commercial off-the-shelf (out of the box) contract management software entitled Contract Insight and Licensee seeks to license use of Contract Insight; and Company has experience in Contract Insight software and is willing to provide licensing and related services to Licensee based on this background; and this Agreement is to grant Licensee and those of its employees and consultants whose offices are located at Licensee's facilities("End-Users") to utilize the compiled code form of the Company product described on Exhibit A hereto (the "Licensed-Software"). Licensee may only use the Licensed-Software for its business purposes and may not try to resell or redistribute the Licensed-Software outside of Licensee's corporation.

1.   **License**

   1.1   **License Grant.** Subject to the terms and conditions set forth in this Agreement, Company hereby grants to Licensee a nonexclusive, nontransferable, named end-user, perpetual license during the term of this Agreement to install the number of copies and to utilize the number of Licenses of the Licensed-Software ordered under Section 2.1. Licensee may only distribute the Licensed-Software electronically over its network. End-Users may remotely access the network.

      1.1.1   **License.** This software program (the "Licensed-Software") ("Program") and the accompanying documentation (the "Documentation") are licensed, not sold, to Licensee. The term "Licensed-Software" shall also include any Updates of the Licensed-Software licensed to Licensee by Company. Subject to the terms of this Agreement, Licensee has a non-exclusive and nontransferable right to use the Licensed-Software and Documentation. Licensee may use this Licensed-Software as one production instance located in the United States and its territories or any other country to which this Licensed-Software is legally exported or otherwise permitted herein. This Licensed-Software is "in use" and considered "one copy" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard drive, CD-ROM or other storage device) of one computer or if Licensee permanently installs the Licensed-Software on the hard disk or other storage device of a computer or a network server or accessed by another computer. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Licensed-Software and Documentation from unauthorized disclosure or use. Company reserves all rights not expressly granted to Licensee. Licensee shall not add more named end-users on the Licensed-Software than the

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number of named Licenses for which it has paid a License Fee as defined in Section 2.1. Licensee shall not exceed the scope of the license granted in **Sections 1.1 and 1.2.** Licensee shall not export the Licensed-Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Licensed-Software, Documentation, any modifications thereto or any related materials to Licensee or to any third Party. Company and its licensors own and shall retain all right, title and interest in such materials except as specifically granted herein. Licensee shall retain all markings on Licensed-Software and Documentation, including but not limited to, Company name, copyright and trademark notices and as otherwise necessary to protect Company intellectual property rights.

1.1.2 Limitations of Use. Licensee may not rent, lease, sell or otherwise transfer or distribute copies of the Licensed-Software, Licensed-Software dependencies, or documentation to others. Licensee may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code, or Licensed-Software dependencies.

1.1.3 Backup and Transfer. Licensee may make copies of the Licensed-Software for backup and archival, including disaster recovery and testing purposes. Licensee may backup Data where necessary to ensure the safety and integrity of Licensed-Software and Data. This includes tape drive and off-site backups. Licensee may physically transfer the Licensed-Software from one network server to another, and Licensee may hold a copy of Licensed-Software on another network server for reasons of testing and development, provided that Licensee does not retain any additional copies of the Licensed-Software other than purchased, (Exhibit A) which are being utilized (1.1.1) by Licensed End Users.

1.2 Definitions. For the purposes of this agreement, the following shall apply:

(i) Update. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed-Software and modules purchased in Exhibit A and (ii) any new version of the Licensed-Software that replaces the existing functionality of Licensed-Software and modules purchased in Exhibit A. Updates do not include new modules or a new product by virtue of different features or functionality.

(ii) Maintenance/Support. The term "Maintenance" or "Maintenance and Support" means all support and Updates provided during the Maintenance and Support Period.

(iii) Maintenance and Support Period. The term "Maintenance Period" or "Maintenance and Support Period" means any one-year period commencing on purchase of the Licensed-Software or any anniversary thereof. The first Maintenance Period and any Maintenance Period for which Licensee has paid the Maintenance and Support fee for each copy of Licensed-Software ordered on or before the beginning of such period shall be a "Paid Maintenance Period".

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(iv) **Named End Users.** For purchases of a named user license, a "Named End User" ("Named User") is defined as the total number of users activated in their user profile regardless if they are actively logged in.

(v) **End Users.** For purchases of a concurrent end-user license an "End User" ("Concurrent End-User") is defined as the total number of users accessing the Licensed-Software within a specified Server Session time-out period and may be configured by an authorized system administrator user.

(vi) **Server Session.** A Server Session is the time period set on the Licensed-Software server that defines the length in time a user can remain in the system during a user active and in-active periods.

(vii) **Data.** Any content, including the selection, arrangement and organization of such information, entered or uploaded to the Licensed-Software by authorized End User.

1.3 **Documentation.** Licensee is hereby granted the right to reproduce the user manuals and other written materials created by Company to describe the functionality and use of the Licensed-Software (the "Documentation") and to distribute copies of the Documentation in soft form or in print to End-Users.

1.4 **Licensee Responsibility.** Licensee expressly agrees to be fully responsible for compliance by the End-Users with the applicable terms of this Agreement.

1.5 **Modification.** Licensee shall not have the right to modify the Licensed-Software or merge it with other software it owns or licenses ("Modification") without the express written consent of CobbleStone.

2. **PRICING, PAYMENT AND DELIVERY TERMS**

2.1 **License Fees.**

Initial Order. Licensee agrees to pay Company for the sum of the items specified in Exhibit A (attached). Licensee agrees to pay for additional services and fees provided and specified in Exhibit A. Licensee shall deliver Company a purchase order referencing this Agreement on the Effective Date in the amount set forth in this Exhibit A.

(a) **Subsequent Orders.** Licensee agrees to pay Company per user license by obtaining an additional user pricing from Company and submitting to Company a purchase order referencing this Agreement and price quoted to Licensee by Company.

(b) **License Fees.** All fees for Licensed-Software modules paid under this Section 2.1 shall be defined as "License Fees".

2.2 **Deliverables.** Upon receipt of a valid purchase order and the signed Agreement, Company and Licensee agrees to schedule delivery of Licensed-Software within thirty (30) days of receipt of purchase order and signed

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Agreement unless otherwise mutually agreed to. Additionally, Company will provide Documentation accessible electronically. Company shall also provide additional services as outlined in Exhibit A.

2.3 **Payment.** Company shall invoice Licensee promptly following the delivery of Licensed-Software. All payments hereunder (including services performed in Exhibit A) are due to Company within thirty (30) days of the date of receipt of a correct invoice. Interest charges of 1.50% per month (or the highest rate permissible under applicable law, if less) may accrue daily on all amounts not received when due.

2.4 **Records and Audits.** Licensee agrees to keep all proper records and books of account and all proper entries therein relating to its reproduction and/or distribution of the Licensed-Software and serial numbers under this Agreement, including, at a minimum, the following information as to each copy: the name of the individual, company and, department using or reproducing the Licensed-Software for distribution, the date of delivery of the copy to an End-User, and the name and location of the End-User. Applicable records will be retained by the Company and auditable for up to four years per Government Code section 8456.7. Company reserves the right to engage a third Party, independent auditor to conduct audits in order to verify that the terms of this Agreement are being met. On no less than 10 days' prior written notice and no more than once annually, Company may retain an independent certified public accountant, assisted by an independent computer expert reasonably acceptable to both parties, to audit the computers and applicable records of Licensee in order to verify that Licensee is in compliance with the terms of the License granted under this Agreement. At Company request, Licensee will provide a knowledgeable employee to assist in such audit; provided, however, that if such audit reveals that Licensee has underpaid amounts owing to Company hereunder, the underpaid amounts (the "Shortfall") shall be considered due and payable as of the day each of the payments should have been made under the Agreement and shall bear interest from such date at a rate of **1.5%** per month or the maximum allowed by law, whichever is less ("Interest").

2.5 **Delivery**. Licensed-Software and Documentation will be delivered electronically. Other services, if applicable will be mutually scheduled between the parties.

3. **SUPPORT**

   3.1 **Support**

      (a) **Primary Support.** Licensee agrees to assume full responsibility for providing first line support to its End-Users and/or to third parties to whom Licensee has distributed the Licensed-Software.

      (b) **Secondary and Tertiary Support.** During each twelve-month period for which the Maintenance and Support fee (as defined in Section 3.3 below) has been paid (each such period being a "Maintenance Period"), Company shall provide technical support to the Contacts (defined in Exhibit B). : Company will provide support to Licensee related to the Contract Insight product features. This will consist of responding to

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support tickets as reasonably required to make Licensed-Software application perform as per Product documentation. The first Maintenance and Support period shall commence upon the purchase of the software and shall expire on the first anniversary of such period. Upon receipt of a support ticket and verification of the Contact's account number, Company shall provide no later than the next business day response time for standard support to the Contacts between the hours of **9:00** a.m. and **8:00** p.m. **EST** time, Monday through Friday (excluding public holidays). Company will provide support only to the Contacts and no other individuals within the Company or third parties to whom Licensee has distributed the Licensed-Software. Company will only provide support for versions of the Licensed-Software modified and supplied by Company. Company will only provide support related to Company licensed products and functionality related to such licensed products. Support excludes training and formal consulting services unless otherwise purchased in Exhibit A. All other support shall be excluded from this agreement and provided on a fee basis.

(c)   **Contacts.** Upon payment of the Maintenance and Support fee as per Exhibit A, Licensee shall be entitled to support for the contacts defined in Exhibit B. Company hereby grants the Contacts the right to make unlimited email support calls and telephone support calls during operational hours as defined in Section 3.1 above. Licensee may change Contacts at any time by providing written notice to Company.

3.2   **Maintenance and Updates.**

(a)   **Delivery of Updates.** For any period in which Licensee has paid the Maintenance and Support fee (or the relevant pro-rata portion thereof in accordance with Section 3.3), Company shall deliver Licensee electronically each Update for each copy of Licensed-Software.

(b)   **License to Updates.** Company hereby grants Licensee a nonexclusive, nontransferable license during the term of this Agreement to use the Updates delivered under this Section 3.2 to provide primary technical support and training to End Users and to reproduce and distribute the Updates to End Users, provided that the License and annual support and Maintenance and Support fees for the Licensed-Software have been paid.

(c)   **Response Time.** Company agrees to next day response time on all support and Maintenance calls and emails during Company's normal work week, Monday thru Friday, 9:00am to 8:00pm Eastern Standard Time, excluding U.S. Federal Holidays.

3.3   **Maintenance and Support fees**

Payment. The Maintenance and Support fee is defined in Exhibit A. Licensee is entitled to support and the right to receive and distribute Updates during the Paid Maintenance and Support Period as outlined in Exhibit A. If Licensee orders additional copies or users licenses of Licensed-Software during any Paid

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Maintenance and Support Period, Licensee shall submit a purchase order in the amount of a pro-rata portion of the Maintenance and Support fee for each additional copy of the Licensed-Software concurrently with the purchase order for such new copies of the Licensed-Software. The pro-rata portion of the Maintenance and Support fee shall be calculated by multiplying the full Maintenance and Support fee for each new copy of Licensed-Software by a fraction equal to the remaining amount of time in the Paid Maintenance and Support Period.

Rate Increases. Company reserves the right to increase annual Maintenance and Support fees with 30 days written notice via invoice prior to renewal. Increases shall not exceed six (6) percent per year.

4.   REQUIRED MARKINGS AND TRADEMARKS

4.1   Trademarks. Company and its licensors shall have and retain sole ownership of Company logo, trade names and trademarks ("Trademarks"), Copyrights, including the goodwill pertaining thereto.

4.2   Required Markings. Licensee shall not remove the Company name and logo, and any other Company trademarks and trade names reasonably requested by Company on each screen, disk or CD which contains the Licensed-Software or Documentation and each package label. Licensee shall not remove any proprietary rights notices from the Licensed-Software or Documentation.

5.   WARRANTY

5.1   Licensee Warranty.   Licensee hereby represents and warrants that (i) Licensee is duly organized and validly existing under the laws of the state of California and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) this Agreement is a legal and valid obligation binding upon Licensee and enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement by Licensee does not conflict with any agreement, instrument or understanding, oral or written, to which Licensee is a Party or by which Licensee may be bound and does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

5.2   Company Warranty. Company warrants that it has all the necessary right, title and interest in and to the Licensed-Software and related documentation to enter into this License Agreement and does not infringe on intellectual property rights of other third-parties. Company warrants that for a period of sixty (60) days following delivery of the Licensed-Software by Company, the Licensed-Software shall perform in all material respects in accordance with its Documentation or other written representation made for it by Company and the Master Files shall be free from all known material defects in materials and workmanship. In the event of any such defects, Company agrees to, if technically possible, attempt correct the defect within 90 days or refund Licensee's payment in full for License Fees; provided, however, that Company is notified in writing of such defects within 30 calendar days of installation of the Licensed-Software by CobbleStone. Company warrants that the Licensed-Software will perform in accordance with the Company related documentation, specifications, descriptions, standards and

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objectives set forth in Exhibit E. Company warrants that the Licensed-Software is compatible with the hardware and software specifications listed in Exhibit D. Due to the complex nature of computer software and computer systems, Company does not warrant that the Licensed-Software is completely error-free, will operate without interruption, or is compatible with all equipment and software equipment and software configurations. Company cannot and does not provide legal advice for Licensee data or related processes. Licensee expressly assumes all risk for such use.

COMPANY MAKES NO OTHER WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

6.   INDEMNITY

Licensee agrees to indemnify, defend and hold Company, its Affiliates, their agents, customers, officers, directors and employees harmless from any and all costs, liabilities and damages (including reasonable attorney's fees) caused by or arising out of a claim brought or threatened against Company, its agents and employees for Licensee's mis-use of the Licensed-Software, Modifications, and Updates, as delivered by Company.

Company shall defend, indemnify, and hold harmless the Licensee, its officers, agents, and employees, from and against any and all direct claims, demands, damages, costs, liabilities, and losses alleged to be occurring or resulting in connection with the Company's direct performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of Licensee.

7.   LIMITATION OF LIABILITY

7.1   Waiver of Consequential Damages. IN NO EVENT WILL COMPANY BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THE LICENSE HEREUNDER.

7.2   Limitation of Liability. COMPANY TOTAL LIABILITY TO LICENSEE OR ANY THIRD PARTY HEREUNDER SHALL NOT EXCEED THE LICENSE FEES PAID HEREUNDER.

8.   TERM

8.1   Term. Subject to the provision set forth below, this is a perpetual Agreement for the Licensed-Software.

8.2   Termination. Either Party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

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(a) by Company, effective upon 30 days written notice, if Licensee fails to pay the amounts due to Company pursuant to Section 2 hereof;

(b) by either Party, effective immediately upon written notice if the other Party commits any material breach of the terms hereof which, in the case of a breach capable of remedy (except as set forth in (a) above), shall not have been remedied within 30 days of the receipt by the Party in default of notice specifying the breach and requiring its remedy; or

(c) by either Party effective immediately upon written notice (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or (iii) the other Party is adjudged bankrupt

(d) by Licensee may terminate without cause with sixty (60) days advanced notice.

8.3 **Return Period.** There shall be a period of thirty (30) days commencing with the date of delivery of the Licensed-Software, for the County to determine, in its sole discretion and to its sole satisfaction, whether the Licensed-Software is suitable for Licensee's intended use thereof. Company further warrants that, during this thirty (30) day period, where Licensee is not satisfied with Licensed-Software, Licensee may notify the Company in writing, return Licensed-Software , and receive a full refund for License Fees excluding professional services provided such as training, data transfer, Installation, and service fees.

8.4 **Effect of Termination.** Upon termination Licensee shall be entitled to distribute the Licensed-Software over their business network to End Users for a period not to exceed thirty (30) days from the date of termination, but shall have no right to receive a refund of any of the fees paid hereunder, except for termination during Return Period as outlined in 8.3. Except, as specifically set forth in this Section 8.4, the termination of this Agreement, for whatever reason, shall act to terminate the licenses granted in Section 1.1 and 1.2 of this Agreement. Upon expiration or termination of the Agreement, Company shall have and hereby reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized reproduction, distribution or use of the Licensed-Software and Documentation. **Upon request Company will extract Licensee data to standard meta data format and file format within thirty (30) of such cancellation and as scheduled mutually between the Parties.**

9. CONFIDENTIALITY

9.1 **Confidentiality of Company's Information.** Each Party will maintain in confidence any confidential or proprietary information, including, without limitation, any information regarding scientific, software, engineering, manufacturing, marketing, business plan, financial or personnel matter, whether in oral, written, graphic or electronic form ("Confidential Information"). "Confidential Information," shall not include the terms of this Agreement or any information regarding the amounts paid thereunder. Each Party will not use,

disclose or grant use of any Confidential Information except as expressly authorized by disclosing Party. To the extent either Party authorizes any disclosure, receiving Party will obtain prior agreement from its employees, agents or consultants to whom Licensee intends to disclose such information. Such employees, agents and consultants shall hold such information in confidence and shall not make use of such information for any purpose other than those permitted by authorized use. The Parties will use at least the same standard of care as it uses to protect its own similar Confidential Information to ensure that such employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. Each Party will promptly notify other Party upon discovery of any unauthorized use or disclosure of the Confidential Information.

9.2   **Confidentiality of Licensee's Information.** Company agrees that any and all information in any form that is provided to Company or any Company representative by Licensee as part of this Agreement or learned by Company or any Company representative during the course of this Agreement is provided and received in confidence, and Company will at all times preserve and protect the confidentiality of such information, and of any other proprietary or non-public information of or relating to Licensee, its employees, agents or its related companies of which Company or any Company representative becomes aware or acquires during the performance of this Agreement. Company also agrees that it will take all necessary steps to ensure that such confidential information will not be disclosed to, or used by any person, association or entity except Company's own employees, and then only to the extent necessary to permit Company to perform this Agreement. The confidentiality and non-disclosure obligations contained herein will survive and continue after termination of this Agreement or any related Agreements the parties may execute, and will bind Company's legal representatives, successors and permitted assigns.

9.3   **Exceptions.** The obligations of confidentiality will not apply to the extent that either Party can establish by competent proof that such Confidential Information:

   (a)   was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party;

   (b)   was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

   (c)   became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

   (d)   was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third Party who had no obligation to the disclosing Party not to disclose such information to others.

9.4   **Remedy.** An infringement or other violation of a Party's proprietary rights by the other Party, including disclosure of any of a Party's Confidential Information in violation of the terms of this Agreement ("Proprietary Rights Violation"), may cause immediate and irreparable injury, loss and/or damage to the non-disclosing Party for which an adequate remedy at law may not exist. Therefore, in the event of an actual or threatened Proprietary Rights Violation by a Party, through any means whatsoever, the other Party may obtain from a court of competent jurisdiction specific performance and/or temporary or permanent injunctive relief to prevent a Proprietary Rights Violation without the necessity of showing irreparable harm, subject to the limitations in section 9.5.

9.5   **California Public Record Act.** Notwithstanding any other provision of this Agreement, the Parties recognize that the County is a public entity subject to the requirements of the California Public Records Act (Government Code sections 6250 et seq.). As such, documents, electronically stored information, and other materials within the County's possession or control might be required to be made available to members of the public pursuant to the Act.

In the event that that the County receives a request under the Public Records Act for a document containing Confidential Information under this Agreement, County may notify Company of such request prior to disclosure. Upon receipt of such notice, Company, at its sole discretion and expense, will notify County on what sections to redact subject to California Public Records Act and may pursue declaratory or injunctive relief in a forum and manner that will be binding upon the requesting party. .

9.6   **Production Required by Law.** Nothing herein shall prevent any Party from disclosing records or information in response to a lawful subpoena or discovery demand or as otherwise required by law provided that advance notice is provided

10.   MISCELLANEOUS

10.1   Modification and Amendment. Except as otherwise set forth herein, this Agreement may be modified or amended only in writing by the consent of both parties.

10.2   Survival. Sections 1.3, 2.3, 2.4, 6, 7, 8, 9, and 10 shall survive termination of this Agreement.

10.3   Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of the State of California. The parties expressly waive the United States Convention for the International Sale of Goods.

10.4   Partnership of Joint Venture. No agency, employment, partnership, joint venture, or other joint relationship is created hereby, it being understood that Licensee and Company are independent contractors vis-à-vis one another and that neither has any authority to bind the other in any respect whatsoever. Company shall have the right to use Licensees name and to disclose Licensee as a customer in press releases and other publications.

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10.5 **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the Party's reasonable control.

10.6 **Export Control.** The parties acknowledge that the Licensed-Software may be subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, and hereby agree to obey any and all such a laws. The parties agree to comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, and with all applicable foreign laws relating to the use, importation, licensing or distribution of the Licensed-Software.

10.7 **Notices.** All notices, demands, or consents required or permitted under this Agreement shall be in writing or or sent by postal to the other Party at the address set forth below (or such other address as indicated by Company from time to time).

COMPANY:
CobbleStone Systems Corp.
Attn: Legal
918 South White Horse Pike
Somerdale, NJ 08083

LICENSEE:
County of Mendocino
501 Low Gap Road, Room 1010
Ukiah, CA 95482

10.8 **Assignment.** Neither Party may assign this Agreement or any of its rights, duties or obligations under this Agreement to any third Party without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and delegate its obligations under this Agreement without the consent of the other Party to a purchaser of all or substantially all of its voting stock or capital assets or to an entity with which such Party merges or is consolidated or, in the case of Licensee, in whole or in part, to any Affiliate of Licensee upon written notice to Company specifying the name of the assignee and its location, whereupon the assignor shall no longer be entitled to any rights or benefits or incur any obligations under the Agreement for those copies of the Licensed-Software.

10.9 **Severability and Waiver.** In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver (express or implied) by any Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.10 Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, legal counsel has represented each Party. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties. This Agreement shall not be interpreted or construed against any Party to this Agreement because that Party or any attorney or representative for that Party drafted this Agreement or participated in the drafting of this Agreement.

10.11 Entire Agreement. This Agreement and all Exhibits referred to herein embody the entire understanding of the parties with respect to the subject matter thereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter thereof.

10.12 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.

10.13 Successors and Assigns. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Company and Licensee.

10.14 Priority. To the extent that the terms and conditions of this Agreement conflict with any written statements or representations made by Company including, but not limited to, those contained in any license agreement contained in shrink-wrapped packages of the Licensed-Software or in electronic on-line license agreements, the terms and provisions of this Agreement shall be controlling.

10.15 General. Company may disclose Customer name in bids, proposals, audits and as required by applicable laws or regulations.

11.   DISPUTE RESOLUTION.

11.1   Good Faith Negotiations. Any disputed matter will first be attempted to be resolved by good faith negotiations between local management.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A   Pricing of Services
Exhibit B   Authorized Contacts
Exhibit C   Intentionally left blank
Exhibit D   Hardware and Software Requirements
Exhibit E   Specifications
Exhibit F   Insurance Requirements
Exhibit G   Mendocino County ePayables Information

The term of this Agreement shall be from September 12, 2017 through September 11, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Sixty Four Thousand Four Hundred Sixty Seven Dollars and Ninety Two Cents ($64,467.92) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

_____ 9-1-17

DEPARTMENT HEAD   DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: O717, 1960

Line Item: 862230, 862120

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____

JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS   SEP 1 4 2017

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

SEP 1 4 2017
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy   SEP 1 4 2017

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

COBBLESTONE SYSTEMS CORP

By: _____ See Page 15 _____

NAME AND ADDRESS OF CONTRACTOR:

CobbleStone Systems Corp.

918 South White Horse Pik

Somerdale, NJ 08083

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

_____
DEPARTMENT HEAD   DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
    JOHN MCCOWEN, Chair
    BOARD OF SUPERVISORS

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
    Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
    Deputy

INSURANCE REVIEW:
RISK MANAGER

By: _____
    ALAN D. FLORA, Risk Manager

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
    CARMEL J. ANGELO, Chief Executive Officer

COBBLESTONE SYSTEMS CORP

By: _____
    Mark Nastasi, VP

NAME AND ADDRESS OF CONTRACTOR:

CobbleStone Systems Corp.
_____

918 South White Horse Pik
_____

Somerdale, NJ 08083
_____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
    Deputy

FISCAL REVIEW:

By: _____
    Deputy CEO/Fiscal

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

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EXHIBIT A - LIST OF LICENSED SOFTWARE

The following programs and associated documentation are defined as "Licensed-Software" under Agreement and will be provided electronically for replication and distribution per the terms of this Agreement. Unless otherwise noted, the Licensed-Software will be delivered electronically in Microsoft Windows™ server format.

Item - Contract Insight Enterprise Client-Deployed (On-premise)	Qty	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Licenses (One-Time Perpetual)							
Contract Insight Enterprise Perpetual/Deployed **Core** License	1	$ 7,775.00	$ 7,775.00				
Contract Insight Enterprise Perpetual/Deployed **Named User** License	10	$ 512.00	$ 5,120.00				
Optional Solution Add-ons (One-Time Perpetual based on user licenses)							
Add On Module: **Document Collaboration & eSign** Module Add-On License	1	$ 6,923.01	$ 6,923.01				
Add On Module: **Solicitation/eSourcing** Module Add-On License	0	not selected	$ -				
Add On Module: **Client/Vendor Collaboration Gateway** Module Add-On License	0	not selected	$ -				
Add On Module: **Custom Public Access Portal** Module Add-On License	1	$ 7,372.15	$ 7,372.15				
Add On Module: **Purchase Order/Spend** Management Module Add-On License	0	not selected	$ -				
Add On Module: **Database Integration** Manager Module Add-On License(s)	0	not selected	$ -				
Add On Module: **DocuSign Connection** Manager Module Add-On License	0	not selected	$ -				
Add On Module: **Onsite Backup** Manager Module Add-On License	0	not selected	$ -				
Annual Support/Maintenance: Contract Insight Annual Support/Maintenance	1	$ 5,438.03	$ 5,438.03	$ 5,873.07	$ 6,342.92	$ 6,850.35	$ 7,398.38
Optional Professional Services							
Recommended: Training Hours (Online up to 10 connections per session):	16	see svcs dtls	$ 2,000.00				
Work Sessions:	25	see svcs dtls	$ 3,375.00				
Technical Services:	0	not selected	$ -				
Integration Services:	0	not selected	$ -				
Integration Annual Support:	0	not selected	$ -	$ -	$ -	$ -	$ -
SaaS Single Sign-on Services (SAML 2.0 Compliant w/ WS Federation):	0	not selected	$ -				
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation):	0	not selected	$ -	$ -	$ -	$ -	$ -
Total (does not include tax or travel unless specified above):			$ 38,003.19	$ 5,873.07	$ 6,342.92	$ 6,850.35	$ 7,398.38

Notes*:
All travel, lodging, taxes, and destination fees (if applicable) are not included and will be invoiced directly to client; all services not specified in this agreement is invoiced on a per hour (time and material) basis. Requires MS SQL Server & Windows IIS (not priced in the offer).

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EXHIBIT B - AUTHORIZED CONTACT LIST FOR SUPPORT PURPOSES

As set forth in Section 3 of the Agreement, the following three individuals shall be Licensee's designated support contacts until changed by Licensee's written notice to Company at any time individual contact names may be changed by providing written notice to Company.

AUTHORIZED CONTACTS

1. The authorized contacts shall include all active End-User of Licensed software.

EXHIBIT C
Intentionally Left Blank

EXHIBIT D – HARDWARE AND SOFTWARE SPECIFICATIONS

Hardware Specifications Minimal (provided by Customer/Licensee):

1. Pentium Class or higher server class machine
2. 4 GHZ CPU Processor or better
3. 16 GB RAM or better
4. 500 Gigabytes of free Disk Space (Raid 5 Configurations or Storage Area Networks recommended) after operating system and database installed.
5. Backup (Grandfather /Father/Son backup routine)
6. Network connectivity by way of IP Protocol

Other Software & installation requirements (provided by Customer/Licensee):

1. Windows 2012 Server (or better) running IIS (Internet Information Service)
2. MS SQL Server 2012, 2014 Database (or better)
3. Licensed-Software utilizes a modern Web Browser for End User Access via Port: 80 (or alternative port) must be open on the Server.
4. Licensed-Software also utilizes SMTP services for email notifications and requires a Task Scheduler.
5. We recommend a brief interface with between the technical staff of Company and Licensee to outline any specific requirements for installation. This is included with support.

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EXHIBIT E – FUNCTIONAL SPECIFICATIONS

This Licensed-Software is for the purpose of electronically managing contract related Data and Files. For a full description of the functional aspects of this program please see the Contract Insight Enterprise user manual. Files are also available over the Internet at: http://cobblestonesystems.com

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EXHIBIT F --INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

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EXHIBIT G -- MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float

- Elimination of check processing costs

- Remittance data transmitted with payment for more efficient back-end reconciliation

- No collection costs associated with lost or misplaced checks

- Reduced exposure to check fraud

- More efficient handling of exception items

- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.

- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6860.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-_-vanity-_-sg01vn000r_epayablesvendors-_-na