DATA PROCESSING CONTRACT

The COUNTY OF SISKIYOU ("COUNTY") and <u>Corrections Software Solutions, LP</u> ("CONTRACTOR") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

1.   <u>Duration of Contract</u>.

This contract shall commence on <u>July 1, 2023</u>, and end on <u>June 30, 2026</u>, unless sooner terminated as specified herein.

2.   <u>Scope of Services</u>.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Exhibit A to this contract.   Exhibit A is made a part of this contract.

3.   <u>Compensation for Services</u>.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Exhibit B.   Exhibit B is made a part of this contract.

4.   <u>General Terms and Conditions</u>.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Exhibit C.   Exhibit C is made a part of this contract.

5.   <u>Insurance Limits.</u>

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Exhibit C.

(a)   Comprehensive general liability insurance: <u>$ 1,000,000</u>
(b)   Professional liability insurance: <u>$ 1,000,000</u>
(c)   Comprehensive motor vehicle liability insurance: <u>$ 300,000</u>

6.   <u>Termination.</u>

The number of days of advance written notice required for termination of this contract is 45.

7.   <u>Specific Terms and Conditions</u> (*check one*)

[X]   There are no additional provisions to this contract.

[   ]   The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Exhibit D.   Exhibit D is made a part of this contract.

[ ]   The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Exhibit E.   Exhibit E is made a part of this contract.

8.   **Information about Contract Administrators**.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:	Contract Administrator for CONTRACTOR:
Name: Angela Davis	Name: James Redus
Title: County Administrator	Title: President, Corrections Software Solutions
Address:	Address:
1312 Fairlane Road	16 North Lamar
Yreka, California 96097	Austin, Texas 78703
Phone: (530) 842-8005	Phone (512) 347-1366
Fax: (530) 842-8013	Fax: (512) 347-1310

SIGNATURE PAGE BEGINS ON NEXT PAGE

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date:_____

_____
ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

CONTRACTOR: Corrections Software Solutions, L.P.

James Redus

Date: 3/29/2023
_____
James Redus, President

License No.:_____N/A_____
   (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 204203467

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
      Deputy

APPROVED AS TO ACCOUNTING FORM:

Fiscal Year	Fund	Org	Account	Activity	Amount	Encumbrance
2023/2024	1001	203050	723000		33,186.00	
2023/2024	1017	203050	723000		3750.00	
2023/2024	2101	203101	723000	1020	4104.00	
2024/2025	1001	203050	723000		33,186.00	
2024/2025	1017	203050	723000		3750.00	
2024/2025	2101	203101	723000	1020	4104.00	
2025/2026	1001	203050	723000		33,186.00	
2025/2026	1017	203050	723000		3750.00	
2025/2026	2101	203101	723000	1020	4104.00	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: $ 123,120.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A - SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. CONTRACTOR will host, provide and house application in a virtual environment utilizing public communication lines (internet) for communication back to COUNTY.

2. CONTRACTOR will utilize certificate-based SSL encryption from point to point.

3. CONTRACTOR will maintain proper backups off-site of Virtual Machine where COUNTY's application and data reside.

4. CONTRACTOR will produce Virtual Machine replications every four hours daily for catastrophe fallback points.

5. CONTRACTOR will assist COUNTY personnel in connection issues with the Virtual Machine.

6. Customized changes for COUNTY are included at no charge.

7. Training on-site as needed at no extra charge.

8. Application support at no extra charge.

9. Software Enhancements and Resolutions at no extra charge.

10. Access to CONTRACTOR's support website for support ticket entry and retrieval.

11. CONTRACTOR shall design application changes and additions and present these to COUNTY for approval before development. CONTRACTOR understands that after COUNTY signs off on proposed changes, there may be additional application enhancements to further satisfy the COUNTY's requirements of the Case Management System.

12. CONTRACTOR will provide COUNTY with a separate Non-exclusive License agreement as a companion agreement to this Contract, marked as Exhibit "C" to this Contract and incorporated herein.

COUNTY agrees to provide the following services:

1. COUNTY will provide all hardware for operations including workstations, printers, cameras, signature pads, scanners or other devices.

2. COUNTY will provide internet access from the Probation Department's workstations in order to operate the application software via the internet.

3. All COUNTY workstations must have in operation Internet Explorer 10.0 or better and Microsoft Word 2002 or better.

EXHIBIT B - PAYMENT SCHEDULE

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

[ ]   One month in arrears.

[ ]   Upon the complete performance of the services specified in Attachment A.

[X]   The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $ _____, or

[X] a total sum not to exceed $ 123,120.00.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this ~~attachment~~ exhibit, ~~Attachment~~ Exhibit B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

[ ] There are no additional terms of compensation.

[X] The following specific terms of compensation shall apply: (Specify)

COUNTY shall pay CONTRACTOR THREE THOUSAND FOUR HUNDRED TWENTY DOLLARS and NO/100 ($3,420.00) in a monthly service fee in installment payments of the following:

Fiscal Year	Monthly Payment	Not-To-Exceed
2023/2024	$ 3420.00	$ 41,040.00
2024/2025	$ 3420.00	$ 41,040.00
2025/2026	$ 3420.00	$ 41,040.00

All payments will not exceed the total of $ 123,120.00.

EXHIBIT C - NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

The COUNTY OF SISKIYOU, with offices at 805 Juvenile Lane, Yreka, CA 96097, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached CONTRACT, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

Onsite Installation

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.

Signed:

_____

Angela Davis, County Administrative Officer

County of Siskiyou

Date: _____

For CSS Use ONLY

TERMS AND CONDITIONS

1. **LICENSE**

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in Data Processing Contract hereto. Licensee shall assign a unique User Identification Number to each authorized User and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in Data Processing Contract hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at a CSS Internet Location. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Data Processing Contract hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in Data Processing Contract. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Data Processing Services Agreement (Services Agreement), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others or assign or transfer this license to any third party. Licensee may not grant, allow, or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2.   TERM

This license shall be in effect from the date of execution of the associated CSS Data Processing Contract until termination of that Contract, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3.   PAYMENTS

All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Data Processing Contract hereto or in such services agreement. Any other sums due hereunder shall be payable within FORTY-FIVE (45) days of Licensee's receipt of CSS's invoice therefore. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on

CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

4.   SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a.   To use and access the Programs solely at the place of installation specified in Data Processing Contract to this License Agreement.

b.   To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival or security storage purposes.

c.   To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

d.   To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

e.   To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

f.   Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

g.   **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS**. Any modifications or enhancements to the Programs, or any other Program-related material provided by CSS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that CSS has gone to considerable time, trouble and expense to develop the Programs and that CSS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to CSS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to CSS, CSS shall be entitled to equitable relief including but not limited to**

10

temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary (or temporary) and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require CSS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief. Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to CSS obtaining equitable relief.

5.   LIMITATION OF LIABILITY

CSS's liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will CSS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages to Licensee, or for punitive or exemplary damages, even if CSS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or for any act or failure to act of CSS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or CSS's performance or nonperformance under or related to this License Agreement.

6.   TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter); and deliver to CSS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by CSS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to CSS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to CSS as required hereunder. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all

11

related materials and copies, have been deleted, destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSS or deleted or destroyed and so certified in writing by Licensee.

CSS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay CSS in full any sums due and payable hereunder within 45 (forty-five) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. CSS's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

Licensee reserves the right to terminate at any time by providing a notice in writing to Licensor that the License Agreement is terminated. Said License Agreement shall then be deemed terminated and no further work or services shall be performed by Licensor. If the License Agreement is so terminated, the Licensor shall be paid for that percentage of the phase of work or services actually rendered and completed, based upon a pro rata proportion of the compensation for said phase completed at the time of the notice of termination is received. Licensee may terminate the

License agreement in any fiscal year in that it is determined there is not sufficient funding pursuant to California Constitution Article XVI Section 18.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of CSS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

CSS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against CSS, any relevant CSS licensor, or Licensee or any of Licensee's employees, officers, agents, or representatives. Such determination shall be in the sole discretion of CSS. Termination on this basis shall be effective on notice in writing to Licensee by CSS, stating the reason for such termination.

7.   NO WARRANTY

CSS PROVIDES THE PROGRAMS TO LICENSEE AS IS.   CSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. CSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS

WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. CSS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8.   INDEMNIFICATION

(a)   <u>Indemnification by CSS</u>. CSS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs, consistent with the terms of this License Agreement, as delivered by CSS or access to the Programs as provided by CSS; provided, that CSS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at CSS's expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with CSS in connection with the defense or settlement of such claims. CSS shall not be obligated to defend such claims but may do so at its sole election. This indemnification provision shall not apply with regard to any such claim of infringement based on a use of or access to the Program(s) by Licensee that is not strictly consistent with the provisions of this License Agreement.

(b)   <u>INDEMNIFICATION BY LICENSEE</u>. TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CSS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO CSS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY CSS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE ASSOCIATED DATA PROCESSING SERVICES AGREEMENT, OR LICENSED HEREUNDER BY CSS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OR USE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS,   ADMINISTRATORS, MANAGERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS ARE NOT IN STRICT COMPLIANCE WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY CSS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF OR ACCESS TO THE PROGRAMS, OR UTILIZED BY CSS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, INTELLECTUAL PROPERTY SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9.   REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.

10.   MISCELLANEOUS

a.   **Assignment**. Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

b.   **Notices**. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c.   **Severability**. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d.   **Exclusive Agreement; Modification**. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e.   **Open records requests**. Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS.   If the applicable Open Records Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to

do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

 f.   **Costs; Attorney's Fees**. In the event any action or claim is brought by the parties to interpret, apply or enforce this License Agreement, the prevailing party shall be entitled to recover its costs of such action, including, without limitation, attorney's fees, expert fees, and court costs.   Neither party may be compelled to arbitrate any claim arising under or related to this License Agreement without its written consent.

g.   **Survivability**. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the party's obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h.   **Governing Law**. This License Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to its choice of laws provisions.

i.   **Forum Selection**. Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of California; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Siskiyou County, California, or the United States District Courts of the Eastern District of California, Sacramento Division.

j.   **No Waiver of Rights**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k.   **Construction**. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

l.   **Cooperation**. Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.