

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2010 - Edition 1

THIS AGREEMENT is made and entered into this day 10/1/2010 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **Allvest Information Services, Inc., dba Assessments.com**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Licensing of a web-based assessment software package including maintenance, implementation consulting and staff training. ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$128,000** including direct non-salary expenses. As set forth in paragraph 14 of this Contract, should the funding source for this contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF AGREEMENT:

This Agreement shall commence on **10/5/2010**, and shall terminate on **10/04/2011**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C, only if it exceeds \$100,000. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Contractor's Professional Liability Insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Amount of professional liability deductible if under \$100,000 = \$ _____

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this agreement is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this agreement with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in Paragraph 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 21.

NOTICES below.

21. NOTICES

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Kevin Lynch

Dept./Location: Marin County Probation Department
3501 Civic Center Drive Rm 259
San Rafael CA 94903

Telephone No.: 415/499-6685

Notices shall be given to Contractor at the following address:

Contractor: Brian Richart, President

Assessments.com

Address: 533 W 2600 S Suite #140

Bountiful, UT 84010

801-295-1385/801-295-1401 (fax)

Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS


	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF MARIN:

By: _____

CONTRACTOR:

By: 
Name: Brian J. Richart
Telephone No.: 877-277-3778

=====

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by County Counsel at Department's Request

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

1. SCOPE OF SERVICES

2. IMPLEMENTATION CONSULTING

- i. Contractor will work with the County to create and execute an Implementation and Project plan.
- ii. Contractor shall provide the installation, configuration, consulting, customizations and training of assessment software application, hereinafter referred to as Assessments.com, together with the associated library of risk and needs instruments.
- iii. Contractor shall work with County as necessary throughout Product installation, configuration and training to jointly review its progression and to work out any identified issues to achieving a successful Product implementation.
- iv. Contractor shall configure the client's installation of Assessments.com to accommodate the P.A.C.T., the Positive Achievement Change Tool, and configure the software for the County.
- v. Contractor shall work with County as necessary throughout Product installation, configuration and training to jointly review its progression and to work out any identified issues to achieving a successful Product implementation.

3. STAFF TRAINING

- i. Contractor will train County personnel in the use of the automated assessment software application. Training will be delivered to provide Probation staff with the fundamental skills needed to effectively and accurately utilize the Product. Training will consist of three phases, Initial PACT User Training, Motivational Interviewing, a and Booster and Case Planning course.
- ii. Contractor shall provide the first phase that is the initial PACT User training. The initial training covers the Research, Principles of Evidence Base Practices (EBP), the Assessment Instrument, and the Software Application (ADC). Initial training will be one (1), two (2) day eight (8) hours training session. County shall provide facility for initial PACT User training.
- iii. Contractor shall provide Motivational Interviewing training. Interviewing training will be provided over two (2) days. Interviewing training will be one (1), two (2) day eight (8) hour training sessions. County shall provide facility for initial Motivational Interviewing training.
- iv. Contractor shall provide the booster and Case Plan course that will take place 90-150 days after the Initial PACT User training. The Booster and Case Plan course will be provided over two (2) days. The Booster and Case Plan course will be one (1), two (2) day eight (8) hours training session. County shall provide facility for Booster and Case Planning training.

2. STANDARD OF PERFORMANCE AND ACCEPTANCE TESTING

- a. Contractor shall be required to meet the standard of performance, as specified in the following, for the Product (software/database) implementation.

Product performs appropriately when the following occurs:

- Data is successfully written to the database as appropriate,
- Data is successfully displayed from the database as appropriate,
- Search features successfully return the correct records,
- Page navigation works correctly,
- County can successfully log on to Assessments.com using Microsoft Internet Explorer.

These items concern the work to be performed by Assessments.com (ADC) in implementing an internal (intranet) website (PACT) for use by the Juvenile Probation Dept of Marin County. PACT will perform risk assessment for juvenile defendants under its jurisdiction. IST is the Information Services and Technology Dept of Marin County.

- This site is to run on Marin County's intranet only and will not be accessible to the internet at large.
- The PACT database will be created on a Marin County SQL Server (2005 or 2008) instance to be determined by the Marin County IST. Database administrator of Marin County IST will reserve the right to review, approve, and run all SQL scripts on the PACT database. All SQL run on PACT must be approved by IST. No System Administrative rights will be given to ADC staff.
- Marin County IST will run backups of the PACT database.
- PACT data will be the sole property of Marin County Probation Dept.
- Other Marin County applications may read, and only read, PACT data, but no Marin County applications will alter or modify the PACT database or its data.
- Marin County will implement the web service for read-only communication with the legacy Juvenile System database (PHOENIX aka BEACON). This will be based on the WSDL supplied by ADC. No direct access to PHOENIX will be supplied to ADC staff. No modifications will be made to the PHOENIX database to support PACT.
- The PACT website will run on a Marin County intranet IIS web server (potentially a virtual server) selected by IST that meets the requirements specified by ADC.
- The PACT website will authenticate against Marin County's Active Directory implementation.
- The PACT website and all its related processes will not make any remote connections out of Marin County's intranet.
- For the implementation ADC staff will be given VPN access to the developing and staging web servers. No access or permissions will be given to production machines or servers, except if necessary for implementation.
- IST will not be responsible for any costs or services beyond those specified above.
- If any dedicated machines for the sole use by ADC must be provided, those costs will be paid by ADC.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Enterprise Solution – Year One		
ADC Enterprise License for 20 users	\$40,250	
Includes: The PACT, and the DRAI		
Case Plan 2.0 (Needs Management)	\$5,000	
Account Set-Up/Installation	\$7,500	
Annual Maintenance Fee (20% of License)	\$8,050	
Sub-Total	(Payable Upon Installation)	\$60,800
Implementation Consulting	\$14,000	
Staff Training		
Includes:		
2-days PACT training		
2-days Case Plan/Booster training		
2-days Motivational Interviewing		
Sub-total for Training:	\$13,200	
Sub-Total	(Billed and Payable Monthly as Services are Provided)	\$27,200
Integration (Payable Upon Provision of API)		\$40,000
Customized Configuration (Optional)	-TBD-	
Additional Assessments (Optional)	-TBD-	
Total:		\$128,000
Annual Maintenance Thereafter	\$8,050	
(Period increases May apply)		

EXHIBIT "C"
Insurance Waivers

None

EXHIBIT "D"
SOFTWARE LICENSE, SUPPORT AND HOSTING AGREEMENT

TERMS

In consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, including, without limitation, Allvest's providing to Customer a license to certain software, and certain hosting and support services, and Customers's payment of certain fees and other consideration to Allvest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In addition to terms defined elsewhere in this Agreement, the capitalized terms listed in this section 1 shall have the meanings set forth below for purposes of this Agreement:

1.1 "Allvest Programs" means the computer programming code in solely Object Code form that is sometimes referred to as the Assessments.com Enterprise Software Application, as used in database management, tracking, assessment, risk analysis, treatment, reporting and management of prisoners, parolees and others in the criminal justice system, and including all program output in the form of screen displays, printer output, plotter output and sounds that are part thereof, with such additions and deletions as Allvest may determine from time to time in its sole discretion, but excluding Other Programs.

1.2 "Confidential Information" means (a) the Programs, Program Upgrades and Documentation; (b) the Source Code, Object Code and executable code for the Programs and Program Upgrades; (c) all ideas, information, procedures, technology, research, documents, inventions, items, materials, input and output relating to the foregoing; (d) information regarding Allvest, its customers, suppliers, marketing plans, business plans, financial status, agreements and business; and (e) any other information, documents, items or materials that, if disclosed by Allvest in tangible form, is marked in writing as "Confidential," or if disclosed by Allvest orally or visually, is designated orally at the time of disclosure as "Confidential." Notwithstanding the foregoing, "Confidential Information" does not include information that (a) is generally known in the industry in which Allvest competes; (b) is readily ascertainable by proper means by competitors of Allvest, through sources independent of Customer, Customer Personnel and Allvest, through no act or fault of Customer or Customer Personnel; (c) is already known by Customer prior to the date of this Agreement as evidenced by reasonable supporting documentation; or (d) is independently developed by Customer without use of any information derived from Allvest.

1.3 "Customer Authorized Employees" means solely those employees of Customer in the number specified above that meet the requirements imposed by Allvest from time to time that are authorized to utilize the Programs and Documentation on behalf of and for the benefit of Customer pursuant to the terms and conditions of this Agreement.

1.4 "Customer Personnel" means all persons engaged from time to time as officers, employees and agents of Customer.

1.5 "Customer's Premises" means all places of business, business offices and locations of Customer.

1.6 "Data" means all information initially in the possession of and provided by Customer relating to prisoners, parolees and others in the criminal justice system, and relating to Customer's business, that is downloaded onto the System by Customer. Notwithstanding the foregoing, "Data" does not include information that (a) is generally known in the industry in which Customer is engaged; (b) is readily ascertainable by proper means by others, through sources independent of Allvest, Allvest's officers and employees, and Customer, through no act or fault of Allvest or Allvest's officers or employees; (c) is already known by Allvest prior to the date of this Agreement as evidenced by reasonable supporting documentation; (d) is independently developed by Allvest without use of any information derived from Customer; or (e) that is Confidential Information of Allvest.

1.7 "Documentation" means all documents, notes, memoranda, correspondence, disks, diskettes, items, devices and materials that contain information about the Programs and/or Program Upgrades, including, but not limited to, manuals, specifications, instructions, drawings, flow charts, training materials, educational materials or printed materials, if any, that Allvest may elect to make available to Customer from time to time, subject to such terms and limitations as Allvest may impose.

1.8 "Intellectual Property" means the Programs, Program Upgrades and Documentation, including those in both Object Code and Source Code forms, now existing or used, or to be developed or used in the future, and all intellectual property and other rights therein, including, but not limited to, all copyrights, patents, patent rights, shop rights, trademarks, service marks, trade names, goodwill, registrations, registration rights, pending applications, rights provided by law, statute or international convention, and other rights, throughout the world.

1.9 "Internal Use" means use solely for Customer's own internal business, data processing and computing needs.

1.10 "Object Code" means software written in machine readable form generated by compilation of the Source Code and contained in a medium that permits it to be loaded in and operated on a computer.

1.11 "Other Programs" means the computer programming code in solely Object Code form owned by third parties other than Allvest for which Allvest has been granted a license to sublicense use thereof to others, including those identified and described in Exhibit "A" attached hereto and by this reference made a part hereof, and including all program output in the form of screen displays,

printer output, plotter output, text, drawings, diagrams and sounds that are part thereof, that Allvest may elect to provide to Customer pursuant to this Agreement, with such additions and deletions as Allvest may determine from time to time in its sole discretion.

1.12 "Programs" means the Allvest Programs and Other Programs.

1.13 "Program Upgrades" means new versions or releases of the Programs incorporating modifications, additions, substitutions, corrections, updates or enhancements to the Programs, in solely Object Code form, that Allvest may elect to make available to Customer from time to time in Allvest's sole discretion, subject to such terms and limitations as Allvest may impose.

1.14 "Source Code" means software written in programming language in a form intelligible to trained programmers and capable of being translated into Object Code readable and usable by machines.

1.15 "System" means the Programs, Program Upgrades and Documentation furnished by Allvest pursuant to the terms of this Agreement.

1.16 "Third Party Products" means hardware, equipment, telephone lines, communications interfaces, components, software, programs, documents, items, materials and products that Customer acquires from third parties, other than Allvest, excluding the Programs, Program Upgrades and Documentation.

2. LICENSED RIGHTS.

2.1 Programs, Program Upgrades and Documentation. Conditional upon Customer paying the applicable fees set forth in this Agreement, and, with respect to each Program Upgrade, upon Allvest making the same available to Customer and Customer meeting all requirements relating to the same, Allvest grants to Customer, and Customer receives, a nonexclusive, nonassignable license authorizing Customer, and Customer Authorized Employees, to execute and run, the Programs and Program Upgrades, as the case may be, in Object Code form only, solely for Customer's Internal Use on Customer's equipment, and to use the Documentation, solely for Customer's Internal Use in connection with the Programs and Program Upgrades licensed to Customer. All Programs, Program Upgrades and Documentation shall be used consistent with the guidelines provided by Allvest to Customer from time to time.

2.2 Prohibited Use. Under no circumstances shall Customer or Customer Authorized Employees use the System or any portion thereof except as authorized in this Agreement. Customer may not exceed the number of Customer Authorized Employees set forth at the beginning of this Agreement. Customer may not export the System or any elements thereof. This Agreement does not give Customer or Customer Authorized Employees the right to exercise or grant any sublicenses, rental rights, lease rights, sale rights, distribution rights or other rights in the System. Under no circumstances shall Customer or Customer Authorized Employees modify, de-compile, disassemble, re-configure, reverse-compile, reverse-assemble or reverse-engineer the Programs, Program Upgrades or Documentation, or copy or mimic the expression of the System or any portion thereof, or prepare, use, offer, sell or distribute anything similar to the System or any portion thereof, except as licensed in this Agreement.

2.3 Conditions Precedent. The obligations of Allvest under this Agreement are subject to and conditioned upon the timely performance of Customer's obligations under this Agreement.

3. SERVICES.

3.1 Related Obligations. Except as expressly stated otherwise in this Agreement, Customer shall be solely responsible for providing, maintaining and paying for its own hardware, other software not provided pursuant to this Agreement, local and other connections to the internet and world wide web, network and internet problems, electronic communications, e-mail, files and other functions and aspects. Customer acknowledges that the total number of Customer Authorized Employee users may affect the System's performance and that Customer is responsible for the same. Customer shall also be responsible for utilizing login, password, backup, recovery, firewall and other security controls and measures sufficient to protect its Data, communications and business, with the foregoing being consistent with any requirements imposed by Allvest relating to the same. Customer acknowledges and agrees that Allvest does not provide any guarantees or assurances that the Data, communications or business of Customer, or the System, are protected against third party interference, interception, or other actions. Customer and Customer Personnel shall comply with all laws and legal requirements pertaining to the internet, world wide web, electronic communications, e-mails, spam, viruses, files, data, privacy, confidentiality and business activities, and shall not engage in any false, deceptive, fraudulent or other illegal conduct.

4. SUPPORT SERVICES.

4.1 Telephone and E-Mail Support. During that period during which Customer is current with respect to all fees and amounts owed to Allvest as set forth in this Agreement, Allvest shall provide telephone and e-mail support to Customer, at one or more telephone and e-mail addresses designated by Allvest from time to time, wherein Customer may report problems and request assistance regarding the use and operation of the System. Telephone support and e-mail support shall be provided to Customer's designated technical personnel Monday through Friday, but solely during Allvest's normal business days, as determined by Allvest, from the hours of 8:30 a.m. to 5:00 p.m. Mountain Time, subject to modification from time to time by Allvest. In the event Allvest is unable to respond at that time, Customer may leave a telephone voice mail message or e-mail message, in which event Allvest shall make a reasonable effort to reply as soon as possible thereafter.

4.2 Error Procedures. Upon detection of an error with respect to the System, Customer shall immediately provide electronic or other written notice of the same to Allvest, along with full and complete information, data and documentation sufficient to permit Allvest to resolve the same, and full and complete access and cooperation in resolving the same. Upon compliance by Customer with all of the

foregoing, Allvest may assign a priority level as determined by Allvest to the error according to the following: (a) an error that results in the System being substantially or completely nonfunctional or inoperative shall be considered a "Priority A Error"; and (b) an error that results in the System operating or performing other than as represented in written documentation, but not such that the System is substantially or completely nonfunctional or inoperative, shall be considered a "Priority B Error." Upon compliance with all of the foregoing by Customer, Allvest shall use reasonable efforts as determined by Allvest in its sole discretion in an attempt to provide modifications or additions to correct the error or to provide work-around solutions for the error, and, if a work-around solution is the immediate solution, Allvest shall use reasonable efforts to provide a final solution of the error thereafter to the extent reasonable. In this regard, reasonable efforts will be made to respond to the error within the following time frames after receiving notice and complete information, data and documentation, and access and cooperation, as noted above: (a) Priority A Errors – correction or work-around in two business days, and if work-around then a final resolution in 15 business days; and (b) Priority B Errors – correction or work-around in 7 business days, and if work-around then a final resolution in 30 business days. Allvest shall determine the means and mediums used in all events. Allvest's obligations with respect to errors as noted above shall be conditioned on Customer fully complying with all of the requirements of this subsection and the Agreement, and on the following additional conditions: (a) that the System has not been modified, changed, or altered, in whole or in part, by anyone other than Allvest; (b) that the operating environment, including both hardware and software, meets Allvest's recommended specifications; (c) that the hardware is in good operational order and is installed in a suitable operating environment; (d) that Customer promptly notifies Allvest of its need for service; and (e) that all fees due to Allvest by Customer have been timely paid.

4.3 Contacts. Allvest and Customer may from time to time, in their discretion, designate one or more persons as the principal contact for the other with respect to support matters, including, initially, the following:

For Allvest:

Name	Christopher Haws
Title	Director, Customer Support
Phone Number	(801) 295-1385
Email Address	chaws@assessments.com

For County:

Name	
Title	
Phone Number	
Email Address	

4.4 Liability Limitation. Notwithstanding anything in this Agreement to the contrary, in no event does Allvest warrant or guarantee its support services, or that through its support services any or all errors in the System can or will be corrected or resolved. Allvest's sole remedy with respect to alleged inadequate support services shall be to request reperformance of the same by Allvest, with Allvest being obligated to reperform the same solely to the extent reasonable as determined by Allvest in its sole discretion.

5. FINANCIAL OBLIGATIONS.

5.1 Payments for System, Hosting, Support and Other Rights. Customer shall pay all fees, royalties and other payments for the System, hosting services, support services, renewal and other rights in the amounts, rates and on the dates, and subject to the terms and conditions set forth in, this Agreement and Exhibit "B" attached to this Agreement and by this reference made a part hereof, as amended from time to time by Allvest in its sole discretion.

5.2 Payments for Customization and Other Services. In the event Customer requests customization of the System or any parts thereof, or otherwise requests any services not expressly contemplated by this Agreement or beyond the scope of this Agreement, Customer shall pay for the same in the amounts, rates and on the dates, and subject to the terms and conditions, determined by Allvest at that time.

5.3 Cost Reimbursement. In the event it is necessary for Allvest or its employees, officers or agents to travel to Customer's place of business to provide any services contemplated by this Agreement, Customer shall reimburse Allvest for any and all travel, lodging and meal costs and expenses incurred by Allvest in providing the same. Except as provided otherwise in Schedule B attached to this Agreement, all such costs and expenses shall be paid by Customer to Allvest within thirty days after the date of Allvest's invoice for the same.

5.4 Interest on Late Payments. All amounts payable by Customer to Allvest under this Agreement not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate allowed by law.

6. WARRANTY LIMITATIONS.

6.1 Disclaimer of Warranties. ALLVEST DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO THE PROGRAMS, PROGRAM UPGRADES, DOCUMENTATION, HOSTING SERVICES, SUPPORT SERVICES, COMPLIANCE AND RIGHTS GRANTED UNDER THIS AGREEMENT. NO ADVICE OR INFORMATION GIVEN BY ALLVEST OR ITS EMPLOYEES, OFFICERS OR AGENTS SHALL CREATE A WARRANTY. ALLVEST PROVIDES NO WARRANTY THAT THE HOSTING SERVICES OR SUPPORT SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, DATA, PROGRAMS, PROGRAM UPGRADES, DOCUMENTATION OR OTHER MATERIAL ACCESSIBLE THROUGH HOSTING SERVICES, SUPPORT SERVICES OR OTHER SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

6.2 Limitation of Liability. Customer acknowledges and agrees that it accepts the Programs, Program Upgrades, Documentation, hosting services and support services in "as is" condition, and that Allvest offers no representations or warranties regarding the quality, nature, accuracy, truth, completeness, operation, functions, performance, usefulness, compatibility, obsolescence, defects, data, data storage, data integrity or use of the System, any part thereof, Third Party Products used with respect thereto, the hosting services, support services or other services or rights referred to in this Agreement. Customer shall bear all risk of loss with respect to the rights licensed to it or otherwise provided under this Agreement. Allvest shall not be responsible for any Third Party Products, whether or not Allvest recommended them or assisted in their evaluation, selection or supervision. The failure of Third Party Products or third party services to perform or meet Customer's requirements or needs shall not affect Customer's obligations to Allvest under this Agreement, including Customer's payment obligations. Allvest shall not be required to offer uniform licensed rights to Customer and other customers.

6.3 Limitation of Recovery. ALLVEST'S SOLE AND EXCLUSIVE LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR BUSINESS FOR ANY LOSS RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING FROM OR RELATING TO THE SYSTEM SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ALLVEST FOR THE USE OF THE SYSTEM FOR THE PRECEDING TWELVE MONTH PERIOD. ALLVEST'S SOLE AND EXCLUSIVE LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR BUSINESS FOR ANY LOSS RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING FROM OR RELATING TO THE HOSTING SERVICES, THE SUPPORT SERVICES OR THIS AGREEMENT (OTHER THAN THE SYSTEM AS NOTED ABOVE) SHALL BE TO DISCONTINUE USING THE HOSTING SERVICES, SUPPORT SERVICES AND OTHER SERVICES. IN NO EVENT SHALL ALLVEST BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS, WHETHER RELATING TO THE SYSTEM, HOSTING SERVICES, SUPPORT SERVICES, THIS AGREEMENT OR OTHERWISE, OR ANY FAILURE OF PERFORMANCE WITH RESPECT THERETO, EVEN IF ALLVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. PROTECTION OF INTELLECTUAL PROPERTY.

7.1 Ownership. Customer acknowledges that all Intellectual Property (excluding the Other Programs and elements derived there from) is the exclusive property of Allvest. The foregoing shall be so regardless of whether Customer or Customer Personnel may have contributed to the conception or development of the same, or may have paid Allvest for the development or use of the same. Nothing in this Agreement shall be construed as an assignment, transfer or grant to Customer of, nor shall Customer otherwise acquire pursuant to this Agreement, any ownership rights in, the Intellectual Property. All use of the Programs, Program Upgrades and Documentation by Customer shall be solely as provided in this Agreement. Customer shall not in any manner represent that it has any ownership rights in the Intellectual Property. Customer acknowledges that use of the Allvest Programs, Program Upgrades and Documentation and the goodwill generated thereby shall inure solely to the benefit of Allvest. Customer further acknowledges the value of and Allvest's exclusive rights in the goodwill in the foregoing. Customer agrees that it will not, during the term of this Agreement or thereafter, attack or otherwise challenge Allvest's exclusive ownership rights in the Allvest Programs, Program Upgrades and Documentation or the validity of this Agreement, or do anything that would jeopardize or diminish Allvest's rights in the Intellectual Property.

7.2 Proprietary Notices. Customer shall not remove any copyright, trademark, service mark, patent or other proprietary or restrictive notice or legend contained in or included on any Programs, Program Upgrades or Documentation. Customer shall modify existing notices and apply such additional notices as Allvest may request from time to time.

7.3 Protective Action. Customer shall immediately notify Allvest of any infringement of or challenge to Customer's licensed use of the Allvest Programs, Program Upgrades or Documentation, or Allvest's rights in the Intellectual Property, or of any claim by any person, business or entity to any rights in the Intellectual Property, whenever it first comes to Customer's attention. Allvest shall have sole discretion to take such action as it deems appropriate, and the right to exclusively control any litigation, action, or proceeding, whether before a court, administrative agency or otherwise, arising out of any such infringement, challenge or claim, or otherwise relating to the Intellectual Property, and Customer agrees to execute any and all instruments and documents, render such assistance and do such acts or things as may, in the opinion of Allvest or its counsel, be reasonably necessary to protect or maintain the interests of Allvest in any such litigation, action or proceeding, or to otherwise protect and maintain the interests of Allvest in the Intellectual Property.

7.4 Exclusion of Liability. Allvest shall have no liability to Customer or Customer Personnel for any claim, action, proceeding or litigation by third parties for infringement relating to or arising from the Intellectual Property.

8. PROTECTION OF CONFIDENTIAL INFORMATION.

8.1 Ownership. Customer acknowledges and agrees that the Confidential Information is proprietary and confidential, that it is not generally known or available in the industry, that it constitutes trade secrets of and is of great value to Allvest, and that all rights to the same are and shall remain the sole property of Allvest.

8.2 Use, Disclosure or Copying. Customer acknowledges and agrees that at all times, both during the term of this Agreement and thereafter, Customer shall not use, disclose, copy or remove, nor permit any Customer Personnel to use, disclose, copy or remove, any Confidential Information, except to the extent such use, disclosure, copying or removal is specifically authorized by this Agreement.

8.3 Limited Access. Customer shall require that all copies of Confidential Information shall be kept on Customer's Premises in secure locations so as to preclude unauthorized access. Customer shall limit access to Confidential Information to such Customer Authorized Employees with a legitimate need to access the same consistent with the intent of this Agreement. Customer shall provide the names of those Customer Authorized Employees with access to Confidential Information upon request from Allvest. Upon request by Allvest, Customer Authorized Employees with access to Confidential Information shall sign written agreements approved as to form by Allvest wherein said Customer Authorized Employees are obligated to abide by the restrictions in this section 8 of the Agreement and all other sections and provisions of this Agreement relating to protection of the System and/or Confidential Information. Customer shall take all actions necessary to assure that all Customer Authorized Employees comply with the provisions of this Agreement. Allvest and/or its designated representative may inspect Customer's Premises, books, records, memoranda and documents as may be necessary to determine whether Customer and Customer Authorized Employees are complying with the provisions of this Agreement.

8.4 Remedies. Customer recognizes and acknowledges that any use, disclosure or copying of Confidential Information, or infringement of Intellectual Property, by Customer or Customer Authorized Employees, in a manner inconsistent with the provisions of this Agreement, will cause Allvest irreparable harm for which other remedies may be inadequate. Consequently, Customer agrees that in the event of any actual or threatened unauthorized use, disclosure or copying of any Confidential Information, or actual or threatened infringement of Intellectual Property, by Customer or Customer Authorized Employees (a) Allvest shall be entitled to both an immediate injunction to prevent continuation of the same, and money damages insofar as they can be determined, and Customer shall not oppose the same on grounds that an adequate remedy is available at law, and (b) upon request by Allvest, Allvest shall be released from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law. Nothing in this Agreement shall be construed to prohibit Allvest from also pursuing any other right or remedy, the parties having agreed that all remedies shall be cumulative.

9. PROTECTION OF DATA.

9.1 Ownership. Allvest acknowledges and agrees that the Data is proprietary and confidential, that it is not generally known or available in the industry, that it constitutes trade secrets of and is of great value to Customer, and that all rights to the same are and shall remain the property of Customer.

9.2 Use, Disclosure or Copying. Allvest acknowledges and agrees that at all times, both during the term of this Agreement and thereafter, Allvest shall not use, disclose, copy or remove, nor permit any officer, employee or agent of Allvest to use, disclose, copy or remove, any Data, except to the extent such use, disclosure, copying or removal is specifically authorized by this Agreement, by law or by a court or government agency.

9.3 Limited Access. Allvest shall require that all copies of Data within its possession shall be kept on Allvest's premises in secure locations so as to preclude unauthorized access. Allvest shall limit access to Data within its possession to officers, employees and agents of Allvest with a legitimate need to access the same consistent with the intent of this Agreement. Allvest shall take all actions necessary to assure that all officers, employees and agents of Allvest comply with the provisions of this Agreement regarding Data.

9.4 Limited Use. Notwithstanding anything in this Agreement to the contrary, the parties agree that Allvest shall have access to all Data that is downloaded and/or stored on the System pursuant to and during the term of this Agreement, with Allvest authorized to select, aggregate and use anonymized Data for purposes of research, analysis, statistical study and instrument validation, during and after the term of this Agreement. Actual disclosure or release of Data by Allvest beyond that noted above or beyond the scope of this Agreement shall be permitted solely upon the written consent of Customer.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement shall begin as of the date of this Agreement, and shall continue for one (1) year, unless earlier terminated in accordance with the provisions of this Agreement. The term of this Agreement shall automatically be renewed for successive periods of one (1) year each unless either party shall, at least thirty (30) days before the expiration of the then-current term, give written notice to the other party of its intent not to renew.

10.2 Termination. This Agreement shall terminate upon the earlier of the following events:

- (a) upon expiration of the term provided above;
- (b) upon the mutual written consent of Allvest and Customer;
- (c) upon delivery of written notice of termination by Allvest to Customer in the event of any unauthorized assignment of rights under the Agreement by Customer, any assignment of assets or the business by Customer for the benefit of creditors, upon appointment of a trustee or receiver to conduct Customer's business or affairs or to take possession of its assets, upon insolvency by Customer, upon Customer's being adjudged in any legal proceeding to be either voluntarily or involuntarily bankrupt, upon the winding-up, sale, consolidation, merger or any sequestration of Customer by governmental authority or otherwise, or upon any criminal misconduct or material violation of law on the part of Customer;
- (d) upon delivery of written notice of termination by Allvest to Customer in the event of a failure by Customer to timely make any payment to Allvest; or
- (e) upon delivery of written notice of termination by Allvest to Customer in the event of a failure by Customer to cure any breach or default within thirty (30) days after delivery of written notice of said breach or default.

10.3 Effect of Termination. Upon termination of this Agreement, the following shall occur:

- (a) All rights and licenses granted to Customer under this Agreement shall terminate.
- (b) All money owed by either party to the other party shall be immediately due and payable.
- (c) Customer and Customer Authorized Employees shall immediately cease using all Programs, Program Upgrades and Documentation and all other Confidential Information, and all copies of the same, in any and all forms and mediums.
- (d) Customer and Customer Authorized Employees shall immediately deliver to Allvest all Programs, Program Upgrades and Documentation and all other Confidential Information, and all copies of the same, in any and all forms and mediums, and shall certify to Allvest that neither Customer nor Customer Authorized Employees has retained any copies of the same.
- (e) All obligations of Customer and Customer Authorized Employees set forth in sections 1, 2.2, 2.3, 4.4, 5, 6, 7, 8, 9, 10 and 11 of this Agreement, and all other Customer and Customer Authorized Employees obligations in this Agreement which expressly or by their nature survive or are intended to survive termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding termination of this Agreement.
- (f) Allvest shall have all other rights and remedies permitted by this Agreement, law and equity, including, but not limited to, the right to injunctions, restraining orders, damages, profits and other relief.

11. MISCELLANEOUS.

11.1 Compliance with Laws. Customer shall comply with all applicable foreign, federal, state and local laws, rules, ordinances and regulations, and shall maintain any and all permits, certificates and licenses required by law.

11.2 Relationship of Parties. The relationship of the parties shall be solely that of independent contractors. No partnership, joint venture, franchise, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or make or authorize any representation contrary to the foregoing.

11.3 Notices. All notices required or permitted to be given or made under this Agreement shall be in writing and shall be given by personal delivery, by confirmed air courier, by certified mail, return receipt requested, or by first class mail, postage-prepaid. Notices sent by courier or mail shall be addressed to the parties as their addresses appear at the top of this Agreement, except that in the event written notice of a change of address is given in accordance with this subsection, then such notices shall be addressed to the party in question at the new address. If sent by confirmed air courier or by certified mail, return receipt requested, a notice shall be deemed delivered upon the earlier of the date upon which it is actually received by the addressee or the day upon which delivery is made at such address, as confirmed by the air courier or mail service. If mailed by first class mail, postage prepaid, a notice shall be deemed delivered upon the earlier of the date upon which it is actually received by the addressee or the fourth business day following the date upon which it is deposited in the United States mail.

11.4 Modification. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties.

11.5 Assignment. This Agreement is fully assignable by Allvest. This Agreement is personal to Customer and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by Customer (including without limitation by will, declaration of or transfer in trust, the laws of intestate succession, or by operation of law) without the prior written approval of Allvest. Any unauthorized assignment, transfer or encumbrance shall constitute a breach hereof and shall be voidable by Allvest.

11.6 Waiver. The failure of either party to take any action under this Agreement, or the waiver of a breach of this Agreement, shall not affect that party's rights to require performance hereunder or constitute a waiver of any subsequent breach. Any waiver of any term or condition of this Agreement is invalid unless set forth in a writing signed by the party waiving the same.

11.7 Force Majeure. Should either party be delayed in performance or completion of their duties under this Agreement due to any cause or event not within the reasonable control of such party and without such party's fault or negligence, including, but not limited to, acts of nature, explosions, strikes, lockouts, riots, fire, shortages of materials, shortages of transportation, war, or government regulations, the affected party shall, upon providing written notice to the other party, be entitled to an extension of time not exceeding the period of delay due to the cause or event in question, and shall not be liable for the delay. In the event of such delay, all dates of performance for both parties shall be extended for a corresponding period. Should the period of delay continue for more than one (1) year, either party may rescind this Agreement upon written notice to the other party. Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement that directly results from any delay or failure of performance by the other party.

11.8 Enforcement. Should Allvest or Customer incur attorneys' fees or costs in order to enforce the terms and conditions of this Agreement, whether or not a legal action is instituted, the party not in default shall be entitled to reimbursement of such attorneys' fees and costs, in addition to all other rights and remedies either party may have at law or in equity.

11.9 Indemnification. Allvest assumes no liability to Customer, Customer Personnel or third parties with respect to the performance characteristics of the goods sold by or services rendered by Customer and/or Customer's Personnel, and Customer shall indemnify and hold Allvest and Allvest's officers, employees and agents harmless against all losses, damages, costs, expenses, and attorneys' fees, paid or incurred due to claims of third parties against Allvest and/or Allvest's officers, employees and agents involving the goods, services, actions, failures to act, misuse of the System or breach of this Agreement by Customer or Customer Personnel.

11.10 Interpretation. This Agreement shall be governed by the laws of the state of Utah, excluding application of conflicts of law rules. The headings herein are for reference only and shall not define or limit the provisions hereof. The provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against either party.

11.11 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court, tribunal or administrative agency, whether due to particular time limits or unreasonableness or otherwise, it is agreed that the provision in question shall be reduced or otherwise modified by such court, tribunal or agency, but only to the extent necessary to permit its enforcement and only in such court, tribunal or agency's jurisdiction. If the particular provision cannot be reduced or modified to make it enforceable, that provision shall then be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect giving maximum validity and enforceability to this Agreement.

11.12 Entire Agreement. The recitals hereto are a part of this Agreement. This Agreement and the exhibits attached hereto which are incorporated by reference constitute the entire agreement between the parties with respect to the subject matter addressed herein, and there are no terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior and contemporaneous agreements between the parties hereto, whether written or oral, relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement.

11.13 Authority. Each party represents that it has full power and authority to enter into this Agreement, that the execution of this Agreement and the matters contemplated in this Agreement have been fully authorized by all necessary legal action, and that this Agreement is binding upon the parties. Each party further represents that it has not entered into, nor will it enter into, any agreements that would conflict with its obligations under this Agreement or would render it incapable of satisfactorily performing hereunder.


11.14 Counterparts. This Agreement may be simultaneously executed in two (2) or more counterparts, each of which shall be deemed a fully enforceable original.

11.15 Successors. This Agreement shall be binding upon the parties and their successors, assigns, estates, transferees, grantees and legal representatives.

IN WITNESS WHEREOF, the parties hereto executed this Software License, Support and Hosting Agreement as of the Effective Date set forth above.

"Allvest"

ALLVEST INFORMATION SERVICES, INC.
dba Assessments.com

By: 
Name: Brian J. Richart
Title: President

"Customer"

County of Marin, California

By: _____
Name: _____
Title: _____