

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AssetWorks, Inc.**

THIS AGREEMENT, entered into this 11th day of December,
2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
AssetWorks, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such products and services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of the acquiring, installation and implementation of KeyValet Reservation System at the Redwood City and Belmont Motor Pool locations.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Product and Services

Exhibit B—Payments and rates

Exhibit C—Contractor Terms* (C-1, License and Hardware Purchase and C-2, Software Maintenance).

Attachment I—§ 504 Compliance

Attachment IP—Intellectual Property

In the event of a conflict between the provisions of this Agreement and Exhibit C, this Agreement governs.

2. Products to be Provided and Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Two Hundred Seventy Five Thousand Dollars, 275,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 11, 2012 through December 10, 2017.

This Agreement may be terminated by Contractor, the County of San Mateo Public Works and Parks Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding (paragraph 5), Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless and Limitation of Liability

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, resulting from the performance of any work required of Contractor provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. Except for the foregoing indemnity obligation, Contractor liability to County shall not exceed the amount of the Agreement. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor

Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor’s equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Joseph Lo Coco, Deputy Director of Public Works
County of San Mateo
752 Chestnut Street
Redwood City, CA 94063-1665**

In the case of Contractor, to:

**AssetWorks, Inc
Joseph Keefe, National Sales Executive
998 Old Eagle School Road
Wayne, Pennsylvania 19087**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AssetWorks, Inc.



Contractor's Signature

Date: 12-3-12

Long Form Agreement/Business Associate v 8/19/08

Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services and hardware:

<u>Hardware</u>	<u>Units</u>	<u>Unit</u>	<u>Total</u>
Key Control Box-100 Key slot Box with secure fuel card storage-exterior	2	\$ 20,700.23	\$ 41,400.46
HID Card Reader	2	\$ 490.00	\$ 980.00
KeyValet Controller-Exterior	2	\$ 8,500.00	\$ 17,000.00
<i>Includes: Controller, Chassis, Network switch, Windows License, UPS, touchscreen, printer</i>			
HID Keyfobs	170	\$ 7.00	\$ 1,190.00
RF-KeyBox Antenna (RF/ Vehicle connectivity)	2	\$ 2,800.00	\$ 5,600.00
RF Vehicle ID Box	170	\$ 210.00	\$ 35,700.00
Dashboard Antennas for Programming	170	\$ 20.00	\$ 3,400.00
RF Vehicle Starter Kit. includes Canbus Tester and VIB Flash Tool	1	\$ 452.00	\$ 452.00
Vehicle Unit Programmer	1	\$ 1,280.00	\$ 1,280.00
Shipping			\$ 2,870.00
Total Hardware and Shipping			\$ 109,872.46
<u>Software</u>			
FleetFocus FA Suite Base Application	1	\$ 15,540.00	\$ 15,540.00
KeyValet Software (per key box)	2	\$ 6,250.00	\$ 12,500.00
FleetFocus Motor Pool Module	1	\$ 1,544.00	\$ 1,544.00
FleetFocus Motor Pool Reserve Module	1	\$ 777.00	\$ 777.00
Fleetfocus Notifications Module	1		<i>Included</i>
Ad Hoc Query Module	1		<i>Included</i>
FleetFocus Dashboard Module	1	\$ 777.00	\$ 777.00
FleetFocus IC Reporting Module	1	\$ 777.00	\$ 777.00
Customer Access Module	1	\$ 777.00	\$ 777.00
Telematics Module	1	\$ 1,544.00	\$ 1,544.00
Crystal 2008 OEM embedded edition RAS	1	\$ 2,900.00	\$ 2,900.00
Total Software			\$ 37,136.00
Software Maintenance (Yr 1)- from contract date			\$ 7,427.20
<u>KeyValet Implementation</u>			
Project Management	24		\$ 4,440.00
Hardware Procurement	32		\$ 5,920.00
Software Installation and Services	12		\$ 2,220.00
Software Configuration and Set Up	32		\$ 5,920.00
Hardware Installation QA and Testing	8		\$ 1,480.00
Data Loading Services	24		\$ 4,440.00
Training Services	24		\$ 4,440.00
Production Cut Over	16		\$ 2,960.00
	<i>Hours</i> 172	<i>Travel Estimate</i>	\$ 4,500.00
Total Implementation Costs			\$ 36,320.00

- Installation and Implementation of KeyValet and Project Management
- Installation of kiosks and related work to be performed at County’s Redwood City and Belmont Motor Pools
- Procurement and installation of vehicle hardware on up to 170 vehicles
- Installation of software to centralized dedicated workstation(s)
- Integration of software to Cascade Software Systems (WinCams)
- Software maintenance for 5 years

Exhibit "B"

In consideration of the services and hardware provided by Contractor in Exhibit "A", County shall pay Contractor in the manner described below:

In no event shall the total payment to Contractor under Agreement exceed the maximum contract obligation of \$275,000 for the term of the Agreement.

Software and year one maintenance will be paid upon contract execution date in the amount of \$44,563.20.

Hardware and shipping of hardware materials will be paid upon delivery in the amount of \$107,002.46 plus shipping.

Professional services will be paid on a monthly basis for work completed and time charged against project.

Additional services will be compensated on an hourly basis at \$195/hour plus an estimated \$500 per day for travel expenses in conjunction with on-site services.

Software maintenance is for 5 years. Year 1 is paid upon contract execution and subsequent years will be paid upon invoice date which is the contract anniversary date in the following amounts:

- *Year One \$7,427
- Year Two \$7,650
- Year Three \$7,879
- Year Four \$8,116
- Year Five \$8,359

* paid on contract execution.

**HARDWARE PURCHASE AND
SOFTWARE LICENSE TERMS**

ARTICLE I – HARDWARE PURCHASE AND LICENSE

- A. Customer shall purchase the hardware listed on Exhibit A. Title to the hardware shall pass upon delivery.
- B. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of users specified in Exhibit A (“Users”) to make use of the software specified in Exhibit A (herein "Software") on the CUSTOMER’s database servers and application servers designated in Article VII (the database servers and application servers shall be referred to as the “Enterprise”); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. CUSTOMER may replace any component of the Enterprise. Except as provided above, use of Software in excess of limits defined in Exhibit A or other than on the Enterprise requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- C. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1 attached hereto and incorporated herein and Active Equipment Units being designated as “Qty”. there under) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. “Active Equipment Unit” shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.

ARTICLE II - FEES AND PAYMENTS

- A. CUSTOMER shall pay AssetWorks the fees specified in Exhibit B. License fees are invoiced upon contract execution. Hardware is invoiced upon shipment to Customer.
- B. CUSTOMER shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks’ net income by the United States or any political subdivision thereof.
- C. CUSTOMER shall be entitled to the support described in the Maintenance Agreement, which shall commence on the date set forth in the Maintenance Agreement

ARTICLE III - NON-DISCLOSURE

- A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software code is AssetWorks proprietary information and as such is confidential and to the extent CUSTOMER has the ability to provide copies, shall not be disclosed to others without the prior written consent of AssetWorks. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to CUSTOMER at AssetWorks' standard rates.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. The CUSTOMER agrees to keep the original and any copies of that Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.
- E. All of CUSTOMER's records that directly relate to the use of the Software by Customer shall be made available to AssetWorks at AssetWorks expense and at reasonable times, upon AssetWorks' providing prior written request.

ARTICLE IV – WARRANTIES AND LIMITATION OF LIABILITY

- A. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in ARTICLE I. AssetWorks further represents that the Software will conform to the specifications contained in written documentation published or provided by AssetWorks (including the Statement of Work) ("Documentation"), and except as provided in Article IV B, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of Article IV E. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- B. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its

return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

- C. Intentionally Omitted.
- D. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, Customer will provide an opportunity for AssetWorks to cure the nonconformance detailed in the warranty claim within a timely manner. If Customer provides AssetWorks with the opportunity to cure the nonconformance in the warranty claim, Assetworks will make such necessary corrections and modifications to the Software necessary for it to successfully demonstrate conformance to the Documentation. If AssetWorks fails to bring the Software into conformation, Customer, at Customer's sole discretion, may terminate this License Agreement and shall have all rights and remedies at law and in equity.
- E. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

ARTICLE V - TERMINATION

All Software and documentation supplied hereunder by AssetWorks shall be and remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and documentation and any copies thereof made by CUSTOMER pursuant to Article III-B and C shall be promptly destroyed or returned to AssetWorks.

ARTICLE VI – INTENTIONALLY OMITTED

ARTICLE VII – CUSTOMER’S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

Server(s)

Application Server(s): Unlimited
Database Server(s): Unlimited

Location(s)

No restrictions
No restrictions

Exhibit C-2
SOFTWARE MAINTENANCE

A. BACKGROUND

1. AssetWorks and CUSTOMER are parties to a Software License Terms set forth in this Agreement, including Exhibit C-1, pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is as provided herein. Maintenance includes bug fixes and telephone support and may include, if they are made available by AssetWorks, Software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed to subscribe to Maintenance from AssetWorks.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence immediately upon the Effective Date and shall continue for the term of the Agreement. Maintenance rates are as set forth in Exhibit B.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

3. Software Revisions and New Products

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
 - i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

- b. New versions ("New Products") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Product substantially improves the performance of the Software, be a new module for the Software, and/or substantially increases its functionality and capability. AssetWorks may offer the New Products to the CUSTOMER, at the current price. If CUSTOMER, at its sole discretion, declines to purchase such New Products, AssetWorks shall continue to provide all support required under this Agreement.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER electronically. The CUSTOMER shall be solely responsible for downloading and executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide secure VPN access by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER's expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks, CUSTOMER shall pay to AssetWorks the amount set forth on Exhibit B.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred, which expenses will be agreed to prior to being incurred.

12. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any yearly anniversary date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may as its sole remedy then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- X b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Chris William

Name of 504 Person - Type or Print

AssetWorks Inc

Name of Contractor(s) - Type or Print

998 Old Eagle School Rd, #1215


Street Address or P.O. Box

Wayne, PA 19087

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.



 Digitally signed by R. David Sadoo
DN: cn=R. David Sadoo, o=AssetWorks, ou,
email=lynn.sons@assetworks.com, c=US
Date: 2012.12.04 13:22:34 -05'00'

Signature

Sr Vice President

Title of Authorized Official

12-4-12

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	AssetWorks Inc	Phone:	610-687-9202
Contact Person:	Joseph Keefe	Fax:	610-971-9447
Address:	998 Old Eagle School Rd, #1215 Wayne, PA 19087	Number of employees:	176

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.
 - Contractor has no employees.
 - Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Digitally signed by R. David Sadoo
DN: cn=R. David Sadoo, o=AssetWorks, ou,
email=lynn.sons@assetworks.com, c=US
Date: 2012.12.04 13:21:54 -05'00'

R. David Sadoo

Signature
12-4-12

Name

Date

Sr Vice President
Title