



**IPA Date: 4/1/2019**

**Delivery Date: 4/1/2019**

This InfoResponse Premium Agreement ("IPA") is dated 04/01/2019 and represents a maintenance renewal for Software which was previously licensed under separate terms and conditions. This IPA is between County of San Mateo ("Licensee"), and Information Builders, Inc., ("IBI" or "Licensor"), a New York corporation with principal offices at Two Penn Plaza, New York, NY 10121-2898.

IBI hereby agrees to reinstate the InfoResponse Basic and Premium Maintenance ("InfoResponse Maintenance") services described below applicable to Licensee's licensed WebFOCUS and iWay environments for the Covered Site Codes as of the Delivery Date and provide a three (3) year InfoResponse Maintenance Term. The InfoResponse Maintenance fee is fixed price and non-cancelable during the InfoResponse Maintenance Term specified below except as described below in Special Terms. In exchange for Licensee executing this IPA, IBI agrees to waive the unpaid InfoResponse Maintenance fee accrued during the period 11/1/2018 to 3/31/2019 (\$142,858.11) and the reinstatement fee (10% of the foregoing InfoResponse Maintenance fee of \$14,285.81) for a total of \$157,143.92.

The InfoResponse Maintenance fee shall be due in three (3) installments in the amounts set forth below. Such fee also includes the co-termined InfoResponse Maintenance fee applicable to the WebFOCUS Web Services Publishing Software.

The InfoResponse Maintenance Fee is subject to adjustment if a licensing parameter for the Software for a Covered Site Code is exceeded or Upgraded (for example an increase in number of permitted Cores, Users, MIPS; etc.). A separate Rider setting forth the applicable fees due to IBI will be required if Licensee elects to enter into a similar commitment for additional site codes and/or wishes to enter into a similar commitment for new Software items added to a Site Code covered herein.

InfoResponse Maintenance Term: 3 years  
InfoResponse Term Start Date: 4/1/2019  
InfoResponse Term End Date: 3/31/2022

Initial InfoResponse Maintenance invoiced upon execution of this IPA: \$352,537.10

Second InfoResponse Maintenance fee due on 4/1/2020 Net 30: \$353,808.40

Third InfoResponse Maintenance fee due on 4/1/2021 Net 30: \$353,808.40

Covered Site Code(s): 643N.01, 643N.02

Software Delivery Method: Electronic Download

Special Term(s):

The Licensee has committed to subscribing to Premium InfoResponse service (annual maintenance) for this license for three (3) years from the Delivery Date of this IPA. However, Licensee's obligation to subscribe to Premium InfoResponse is contingent, in any fiscal year, upon the Licensee's funding source appropriating, or otherwise making available, sufficient funds to meet this commitment. Licensee agrees that it shall request and take all steps reasonably required to obtain approval of an appropriation from its funding source to meet this commitment; and agrees to promptly provide IBI with advance written notice in the event there is a funding shortfall. Licensee may immediately terminate this Agreement based upon unavailability of funding by providing written notice to Licensor as soon as is reasonably possible after licensee learns of said unavailability of funding

InfoResponse Premium Services:

InfoResponse Premium is IBI's highest level of support providing the personal, heightened level of service described below:

1. An Account Support Manager (ASM) – An ASM will be assigned to serve as a single point of contact to manage and coordinate Licensee's overall support within IBI's Customer Support Center. The ASM will be responsible for understanding Licensee's covered environment, applications and projects, which use IBI technology. The ASM maintains and disseminates Licensee's latest configuration information within IBI's Customer Support and product groups. ASM responsibilities include weekly internal meetings with each of the IBI product divisions to discuss Licensee product issues, new feature requests and product needs directly with IBI development teams.
2. Priority queuing and accelerated resolution of Licensee software issues - IBI Technical Support Representatives (TSRs) in Customer Support Service, under the guidance of the ASM, will work to provide Licensee with solutions in an expedited manner including, a one-hour initial response time for calls placed to the IBI HOTLINE or logged through InfoResponse Online. Notifications will be sent to the ASM that a case has been opened. An automated problem escalation path for production problems and daily review of non-critical calls is included.
3. Weekly e-mail status messages listing all open and recently closed problems reported to IBI by Licensee - This report is used as a reference guide for scheduled conference calls, as well as for prioritizing cases, if expediting is required.
4. Scheduled conference calls to discuss cases and notify Licensee of case status, new software releases, and critical fixes – The ASM will provide updates on the status and estimated time for resolution of problems. Scheduled weekly calls, unless otherwise mutually agreed, provide the opportunity for Licensee to inform IBI of high priority projects requiring special attention. If applicable, proactive notification of new Software features in upcoming releases or patches that are helpful for Licensee's environment will be discussed during the calls.

5. Annual on-site partnership review by the ASM and/or appropriate resource per year – This on-site visit by IBI is an opportunity to review the existing partnership relationship and discuss ideas to improve or adjust the services provided.
6. Periodic updates – IBI will host meetings (e.g., Red Carpets, Product Demonstrations, Workshops) at Licensee’s office or at the local IBI branch to provide the latest Software product information and product directions to Licensee.
7. Advisory Council – An invitation for a member of Licensee’s senior management to be a part of the WebFOCUS or iWay Advisory Council. Participation on an Advisory Council provides direct access to IBI senior product development management and helps to steer the future direction of the Software products. The Advisory Council typically meets twice a year and hosts four (4) quarterly web-seminars.
8. Early Adopter Program – An invitation for Licensee to participate in the IBI’s Early Adopter Program during the product development process.
9. 24 by 7 Support – Licensee will have access to telephone support twenty-four (24) hours a day, seven (7) days a week.
10. After-Hours Level 3 phone support for mission-critical production applications – Level 3 support personnel include members of our Advanced Technology Services (ATS) group along with select members of our engineering group. Level 3 support may be accessed for production applications that require after hours support for maintenance, upgrades, migrations, or production-down situations outside of IBI’s 8 AM-8 PM EST Monday through Friday regular business hours. Level 3 product division resources may be enlisted by Premium support technical representatives in after-hours production down situations if warranted, i.e., when a workaround or system recovery has been unsuccessful.
11. Annual Customer User Group / Summit – One (1) free Preferred Registration pass to IBI’s Summit Annual User Group annually during the InfoResponse Premium Term. Licensee is responsible for its' own travel and living expenses related to Summit attendance.
12. Customized version of Focal Point – IBI hosts an online developer’s community called Focal Point. In addition to access to the standard forums that are available to all IBI customers, Licensee shall have the right to request a separate, additional forum dedicated for its employees to share tips, knowledge, ideas and information regarding the use of IBI Software within Licensee’s own organization.
13. Reproduction of Licensee Key Application Environment in IBI’s Premium Support Lab - This environment will be used to help determine and resolve Licensee issues through the ability to reproduce issues in-house at IBI. This option is offered upon mutual consent and with Licensee’s collaboration.

**Accepted:**

Information Builders, Inc.

By

  
Authorized Signature

Print Name

David Boyle  
Vice President  
Sales Operation

Title

Date

4/8/19

Licensee

By

\_\_\_\_\_  
Authorized Signature

Print Name

Title

Date

# **ATTACHMENT SP**

## **Service Provider Supplemental Attachment**

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This Attachment SP is part of the agreement between Information Builders, Inc. and the County of San Mateo. In the event of a conflict between a provision in this Attachment SP and a provision in the MSLA or in the event of a conflict between a provision in this Attachment SP and a provision in Attachment A, the provision in this Attachment SP shall govern.

### **I. Contract Dollar Amount**

In no event shall total payment for services under this Agreement exceed \$1,060,154.

### **II. AVAILABILITY OF FUNDS**

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

### **III. EQUAL BENEFITS ORDINANCE**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **IV. EMPLOYEE JURY SERVICE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

### **V. HISTORY OF DISCRIMINATION**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and

Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**VI. HOLD HARMLESS**

Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

**VII. ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**VIII. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. 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.