

RENEWAL and ASSUMPTION AGREEMENT

THIS RENEWAL and ASSUMPTION AGREEMENT is made and entered between the County of Monterey, a political subdivision of the State of California ("County"), and Blane Canada LTD ("Blane Canada").

RECITALS

WHEREAS, the City of Salinas and Blane Canada formerly entered into a license agreement to enable the City of Salinas to utilize Synchronist Business Information System software, version 5.4, including Synchronist Prime, and Synchronist CRTS (the Salinas Synchronist Local License Agreement); and

WHEREAS, the City of Salinas allowed the Salinas Synchronist Local License Agreement to lapse in June 2015; and

WHEREAS, County and Blane Canada desire that County should assume the Salinas Synchronist Local License Agreement, and thereby license County's use of the Synchronist Business Information System software, on the same terms as set forth therein;

Now, therefore, the County and Blane Canada agree as follows:

AGREEMENT

1. **Renewal and Assumption.** Blane Canada renews the Salinas Synchronist Local License Agreement, attached as Exhibit A to this Renewal and Assumption Agreement, and grants County a license to utilize Synchronist Business Information System software, version 7.5 including Synchronist Prime, and Synchronist CRTS, on the same terms and conditions as set forth in the Salinas Synchronist Local License Agreement.

2. **Term:** The term of County's license, through renewal and assumption of the Salinas Synchronist Local License Agreement, shall be from January 1, 2016 through June 30, 2016.

3. **Price:** The County will pay \$1,350.00 to Blane Canada for its license to utilize Synchronist Business Information System software during the term specified in Paragraph 2.

4. **Additional Renewals:** Blane Canada agrees that County may opt to extend its license for three (3) additional one-year terms. Such renewals will be on the same terms and conditions as set forth in the Salinas Synchronist Local License Agreement, attached as Exhibit A. If County exercises this right, the base price for each one-year renewal term shall be \$2,250. Such price may increase by no more than ten percent (10%) of the original yearly price, or \$225.00, for a maximum cost of \$2,475 for each yearly renewal.

5. Miscellaneous.

(i) Headings. The headings in this Renewal and Assumption Agreement are for convenience of reference only and are not part of the substance hereof.

(ii) Governing Law. This Renewal and Assumption Agreement shall be construed under the laws of the State of California. Any litigation under its terms shall be venued in the Superior Court of California, Monterey County.

(iii) Amendments; Integration. This Renewal and Assumption Agreement constitutes the entire agreement between the County and Blane Canada and supersedes all earlier negotiations, understandings, and representations. Any amendments to this Renewal and Assumption Agreement shall be in writing, signed by both County and Blane Canada.

----- *This section left blank intentionally* -----

6. SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

BLANE, CANADA, LTD.
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President,
or Vice-President)*

ERIC P CANADA, CEO
Name and Title

Date: 12/18/15

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Date: AHLEY DAVNE, SECRETARY
Name and Title

Date: 12/18/15

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in section 7 or 8

Exhibit – A

Synchronist Local License Agreement with the City of Salinas
and,
City of Salinas Purchase Order



Synchronist Local License Agreement

Synchronist Business Information System®

Version 5.4

License Holder: City of Salinas		
License Service Area: Salinas, CA		
PRIME	CRTS	OpMgr
Lic. No.: 568-070610	Lic. No.: 568-5124-070610	Lic. No.: NA
Active Date: 7/27/10	Active Date: 7/27/10	Active Date:

This License Agreement (License) is a legal agreement between the License holder, License User (the individual as well as the entity you represent) and Blane, Canada Ltd. for the use of the Synchronist PRIME®, Synchronist CRTS®, and/or Synchronist OpMgr® (Opportunity Manager) as identified above. This License includes internet based computer software and associated media and printed materials (Software Product). By accessing, recording information, downloading, installing, copying, or otherwise using the Software Product, you and the entity you represent agree to be bound by the terms of this License.

The holder of a Synchronist Business Information System License has authority, granted by License, to operate the Synchronist System anywhere in the License Holder's defined service area. It further has the right to expand its service territory with approval of Blane, Canada Ltd. (additional fees may apply) including the involvement of other licensed partners.

The Software Product is protected by copyright laws as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

Terms of Agreement

- Limited license for use of the Software Product on secured servers provided and supported by Blane, Canada Ltd. and/or our agent
- The holder of a License has authority, granted by License, to operate the Synchronist PRIME System anywhere in the Local License Holder's defined service area
- Separate licenses must be held in the name of the purchasing organization, Master License holder, Regional License holder, and/or any Sub License holders
- License is a non-exclusive license limited to use in the Licensee's service area as it exists on the date of license registration with Blane, Canada Ltd. If the service area is expanded for any reason, additional license fees may be required to use the Software Product in the extended service area
- The License has no expiration date
- Additional update, maintenance, and Internet access fees are payable annually.
- Licensee may not resell Synchronist System access and/or use
- Licensee may not loan, rent, sell, lease, give, provide review/evaluation copies, or otherwise provide access to the Software Product in whole or in part in any form for any reason without the express written permission of Blane, Canada Ltd. Failure to comply may result in the Licensee's loss of license as well as liability for damages or losses

Internet Site Set-Up and Access

Blane, Canada Ltd. will:

- Create Master/Regional License Site Identity
- Set-up the private data files for the License holder
- Set up License administrator user ID, and password
- Provide access web-enabled Synchronist data input and report generation software
- Provide operator setup and maintenance utilities to allow the Master License administrator to add additional users
- Provide detailed Synchronist Operator's Manual and Synchronist support materials

On-Going Maintenance and Support

- Software error report resolution
- Operator support and training via telephone and email to insure proper operations (local Internet access, browsers, operating system, and other software support is not included)
- Private data file maintenance
- Automatic daily data file backup
- Copies of user data on request
- *User Error data restoration support for up to two (2) occurrences
- On-line Operator's Help Manual, support materials, training materials, Users' resources and program tools as posted from time to time on the Synchronist Users' Resource site
- Periodic user group meetings and correspondence as announced via email to all active Users