

## **COUNTY OF MONTEREY STANDARD AGREEMENT (MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Columbia Ultimate, Inc., a Washington State Corporation, DBA RevQ ,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### **1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** Software license, software maintenance support, and professional services for Revenue Plus Collector system, which is used for collection and tracking of Court ordered debt.

### **2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 480,261.00 .

### **3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from July 1, 2015 to June 30, 2018 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### **4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

Exhibit 'A'--RPCS Software License Agreement, RPCS Software Support Agreement and price schedule, and Professional Service Module.

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance,** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Kathleen C. Mauzey, Finance Manager 1	Jerry Anderson, Client Relations Executive
Name and Title	Name and Title
168 W. Alisal Street, First Floor Salinas, CA 93901	4400 NE 77 Avenue, Suite 100 Vancouver, WA 98662
Address	Address
(831)755-5142	(360)260-5766
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

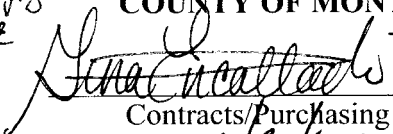
16.0 SIGNATURE PAGE.

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

NOT VALID. BOS  
HAS NOT APPLIED  
6/20/15 48

**COUNTY OF MONTEREY**

By:



Gina Encallado  
Deputy Purchasing Agent  
County of Monterey

Contracts/Purchasing Officer

Date:

6/30/15

By:

Department Head (if applicable)

Date:

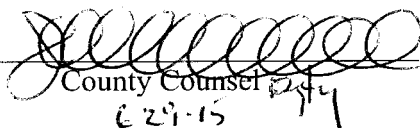
By:

Board of Supervisors (if applicable)

Date:

Approved as to Form<sup>1</sup>

By:



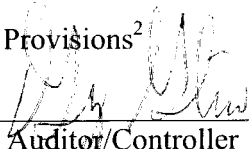
County Counsel

Date:

6-29-15

Approved as to Fiscal Provisions<sup>2</sup>

By:



Auditor/Controller

Date:

6-29-15

Approved as to Liability Provisions<sup>3</sup>

By:

Risk Management

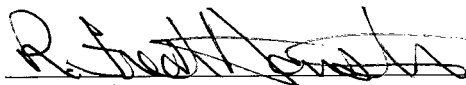
Date:

**CONTRACTOR**

Columbia Ultimate, Inc.

Contractor's Business Name\*

By:



(Signature of Chair, President, or  
Vice-President)\*

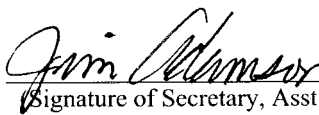
R. Fred Houston CEC

Name and Title

Date:

6/24/15

By:



Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Jim Adamson CFO

Name and Title

Date:

6/24/15

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## Professional Services Module (Custom Programming)

### Between

Columbia Ultimate, Inc., DBA Rev Q  
4400 NE 77<sup>th</sup> Avenue Suite 100  
Vancouver, WA 98662  
360-260-5838  
Hereafter "RevQ"

### And

County of Monterey #053839.0  
Administrative Services  
168 W Alisal St 1st Fl  
Salinas, CA 93901-2437  
831-755-5142  
Hereafter "Customer"

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In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. **BACKGROUND.** RevQ, a subsidiary of Columbia Ultimate, Inc. an independent software sales, development, re-seller and consulting company licensed in the State of Washington. RevQ owns a copyright and holds all ownership rights to a series of computer programs collectively known as RPCS. Customer is licensing RPCS from RevQ which will be used in the operation of its business. Customer is aware that RevQ does not manufacture nor maintain any hardware or networks.
2. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:
  - 2.1 Client Software: the component of the Software that allows a computer, workstation or other digital electronic device to access or utilize the services provided by the Server Software.
  - 2.2 Documentation: The RPCS Reference Guide.
  - 2.3 Port Access License: the right to use one input and/or output connection to access the services provided by the Server Software.
  - 2.4 Product(s): means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement.
  - 2.5 Release: means an update of the Software, subsequent to the initial delivery of the Software, in which RevQ provides multiple new features and functionality to the Software. A Release will have updated Documentation, a new Release number, and by its nature will include any accumulated corrections which make the Software conform to the Documentation, or any improvements in the performance of the Software.
  - 2.6 Server: means all the inclusive attributes of the RPCS software residing on a computer used to store the database and RPCS software application.
  - 2.7 Server Software: the component of the Software that is installed and provides services on a computer acting as a server
  - 2.8 Services: includes RevQ offered training, project management, data interface consultation, custom programming, or software implementation provided by RevQ in helping the Customer use RPCS.
  - 2.9 Software: means RPCS Server and Workstation Software and any ancillary products used in collection of outstanding credit obligations.
  - 2.10 Upgrades: means an update to the Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Software conform to the then current Documentation, any improvements in the performance of the Software, any minor new feature or functionality which were not formerly functions of the Software.
3. **COPYRIGHT.** The Software and Documentation are licensed, not sold. All title to and copyrights in the Software, the Documentation and any copies of the Software and/or Documentation are owned by Columbia Ultimate, its suppliers, or its licensors. Customer may not copy or modify, or permit others to copy or modify the Software or Documentation except as expressly provided herein. Customer may not reverse engineer,

## **Professional Services Module (Custom Programming)**

decompile or disassemble the Software. Customer may not access, disable or modify the access code that controls the operability of the Software. Columbia Ultimate, its suppliers and its licensors continue to own all rights to the copy of the Software licensed to Customer under this Agreement along with all copies and modifications that Customer makes to the Software whether or not such copies or modifications are authorized by Columbia Ultimate. Customer does not own the copy of the Software licensed to Customer or any media on which the software may be embodied. Customer's right to possess and use the Software is only as specified in this Agreement. Nothing in this Agreement constitutes a waiver of any rights under U.S. copyright law or any other international, federal or state law.

#### **4. SCOPE OF LICENSE.**

- 4.1 During the term of and subject to the provisions of this Agreement, RevQ grants to Customer a nonexclusive, nontransferable license, without the right to sublicense, for the Software to be used for accounts receivable purposes.
- 4.2 Customer's rights to use Software are specified in this Agreement, and RevQ retains all rights not expressly granted in this Agreement.
- 4.3 Customer may use one computer input and output connection to access the services provided by the Server Software for each Port Access License acquired by Customer. Customer must have a Port Access License for each simultaneous access to the Server Software. A Port Access License may not be used concurrently on different computers. Use of software or hardware that reduces the number of users directly accessing or utilizing the Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Port Access Licenses required; the required number of Port Access Licenses equals the maximum possible number of distinct inputs to the multiplexing or pooling software or hardware "front end" at any one time.
- 4.4 Customer may make one back-up copy for disaster recovery use.
- 4.5 The Software is and at all times shall remain the sole property of RevQ. The ownership is protected by the copyright laws of the United States and by international treaty provisions. Nothing in this Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.
- 4.6 Unless agreed to in advance in writing by RevQ, Customer shall not assign, rent, lease, or otherwise sublet the Software or any part thereof to any third party, and Customer shall not use the Software for any purpose other than expressed in this License.
- 4.7 The Software is licensed to Customer so that only one copy of the Server is in use at any given moment and that the Customer will only access the Server up to the maximum Workstation Software licenses the Customer has purchased from RevQ.
- 4.8 The data populated by the Customer is solely owned by the Customer. RevQ will not use any Customer data elements in any form.
- 4.9 Upgrades and Releases of the Software currently licensed to the Customer will be offered to the Customer at no additional charges as long as they have a valid and current Support agreement. If a CD is requested, then Customer is responsible for the freight charges.

#### **5. TERM AND TERMINATION.**

- 5.1 The initial term of this Agreement shall commence upon execution of this Agreement by both Columbia Ultimate and Customer and shall continue for three (3) years unless terminated earlier as provided herein. Thereafter, unless terminated as provided herein, the term of this Agreement will renew and continue on a year-to-year basis so long as Customer pays the Annual License Maintenance Fee indicated in Section 6 and complies with all other provisions of this Agreement, for no more than three (3) additional years.
- 5.2 The Software contains an authorization code which will be updated each year permitting use for the number of Port Access Licenses listed on attached Schedule A. THIRTY DAYS PRIOR TO EXPIRATION OF THE LICENSE A MESSAGE WILL APPEAR INDICATING THAT THE LICENSE IS ABOUT TO EXPIRE. IF THE ANNUAL LICENSE MAINTENANCE FEE IS NOT PAID BEFORE THE EXPIRATION OF THE CURRENT LICENSE TERM, THE SOFTWARE WILL BECOME INOPERABLE UNLESS COLUMBIA ULTIMATE, IN ITS SOLE DISCRETION, GRANTS CUSTOMER AN EXTENSION ELECTRONICALLY OR IN WRITING WHICH EXTENSION SHALL NOT EXCEED 30 DAYS. RevQ is not responsible for any damages, including, but not limited to, lost profits and additional expense caused by Customer's failure to pay the Annual License Maintenance Fee prior to the expiration of each term.

## **Professional Services Module**

### **(Custom Programming)**

- 5.3 This Agreement may be terminated, at RevQ's discretion, if payment for the Annual License Maintenance Fee is not made to RevQ when due.
- 5.4 This Agreement can be terminated by the Customer with 30 days written notice.
- 5.5 Upon termination of this Agreement, Customer shall promptly return all copies of the Software and accompanying written materials to RevQ.
- 6. FEES AND CHARGES.**
  - 6.1 In addition to the items indicated in Schedule A, Customer will pay RevQ the then-current license fee for every Port Access License added to Customer's Server, pursuant to this license agreement.
  - 6.2 Subject to the termination provisions contained in Section 5, to continue this Agreement, beginning on the execution of this Agreement by both RevQ and Customer and every anniversary thereafter for the duration of this License, Customer shall pay RevQ an ongoing Annual License Maintenance Fee and otherwise comply with the terms and conditions of this Agreement. Maintenance fees for additional Port Access Licenses acquired since the last renewal will be prorated. This Agreement will terminate without notice if Customer fails to renew by timely payment of the Annual License Maintenance Fee unless RevQ, in its sole discretion, grants Customer an extension electronically or in writing which extension shall not exceed 30 days.
  - 6.3 In addition extending the term of the license granted in Section 4, the above-referenced fees entitle Customer to the Maintenance indicated in Section 6.
  - 6.4 Enhanced maintenance, optional services and special programming are subject to additional charges. Services requested by Customer in addition to those specified in this Agreement, or any of the Attachments hereto, will be charged to Customer at RevQ's then-current rates.
  - 6.5 Prices and fees are exclusive of, and Customer will be solely responsible for paying (or providing an exemption certificate with respect to), all sales, use, excise and similar taxes relating to this Agreement. If RevQ collects any such tax from Customer, RevQ will remit payment of the tax collected to the appropriate tax authority. Customer will indemnify, defend and hold RevQ harmless from any claims for damages of whatever nature arising from Customer's failure to pay any applicable taxes not collected from Customer by RevQ.
  - 6.6 All prices listed are in US Dollars unless otherwise specified.
  - 6.7 All hardware is sold F.O.B. shipping agent. Customer is responsible for the payment of all shipping and hardware installation charges. RevQ may prepay freight charges and invoice Customer, if applicable. Risk of loss is upon Customer once RevQ has delivered the goods to the shipping agent.
  - 6.8 Reasonable out-of-pocket expenses for RevQ's personnel at Customer's designated location (air fare, auto rental, hotel, meals, etc.) and other expenses incurred on behalf of Customer (long distance telephone/modem charges, etc.) are not included in the prices quoted and will be charged to Customer separately, Pursuant to Customer's travel policy, and only after prior written approval of customer.
  - 6.9 On-site professional Services days are 8-hour days. Additional time may be billed as additional charges. Additional person days (8-hour days) of Professional Services (including internet meetings) are available at RevQ's then-current rates, plus expenses.
- 7. SERVICES AND SUPPORT**
  - 7.1 No services come with the licensed software unless specified in a separate Purchase Order. If the Customer would like additional on-site, electronic, or telephone services setting up the software, the Customer can make arrangements with RevQ based on the availability of RevQ personnel at the then current rates for that service under a separate written agreement.
  - 7.2 RevQ provides no Software support under this license Agreement. RPCS support is available through a separate support agreement.
- 8. CONFIDENTIAL INFORMATION:** The term "Confidential Information" means all Columbia Ultimate Confidential Information and all Customer Confidential Information as defined herein and in any attachment hereto. The term "Columbia Ultimate Confidential Information" means the Software and Documentation, including any subsequent revisions thereto, the source code for the Software and any trade secrets related thereto, this Agreement and all Schedules and Attachments thereto, and any proposals, price quotations, estimates, statements of work or other proprietary information provided by Columbia Ultimate to Customer which Columbia Ultimate labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure. The term "Customer Confidential Information" means the identity of Customer's clients, debtor financial information contained in Customer's database(s) and other proprietary information disclosed by

## **Professional Services Module**

### **(Custom Programming)**

Customer to Columbia Ultimate which Customer labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure.

8.1 Neither Customer nor Columbia Ultimate shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this Agreement unless such disclosure is expressly authorized in writing by Disclosing Party, as required by law. The Receiving Party will take all reasonable steps necessary to ensure that neither the Disclosing Party's Confidential Information nor any portion thereof are disclosed or made available by the Receiving Party, or by any of its agents or employees, in any form (including, but not limited to, magnetic tape, disk, or memory) to any organizations or individuals other than the Receiving Party. The Receiving Party will ensure that all individuals having access to the Disclosing Party's Confidential Information will observe and perform this confidentiality covenant. This confidentiality covenant applies to all Disclosing Party's Confidential Information provided to the Receiving Party at any time prior to, contemporaneously with or subsequent to execution of this Agreement. The Receiving Party stipulates that, in the event the Receiving Party breaches this confidentiality covenant, Disclosing Party will be harmed in a manner that cannot be cured by monetary damages and that therefore Disclosing Party shall be entitled to injunctive relief without the need to prove actual damages or the unavailability of a remedy at law.

8.2 Neither Columbia Ultimate nor Customer shall have any obligation to limit disclosure of the following information:

8.2.1 Information in the public domain at the time it is communicated by the disclosing party. Information shall not be deemed in the public domain if only a minor portion of such information is in the public domain, or if substantially all the information is found only by combining information from multiple public domain sources;

8.2.2 Information that enters the public domain through no fault of the non-disclosing party;

8.2.3 Information that enters the public domain through a breach of this Agreement by the disclosing party; and

8.2.4 Information which the non-disclosing party can establish by its written or electronic records to have been in its possession prior to and independent of the disclosing party's communication of that information to it.

9. **LIMITED WARRANTY.** During the term of this Agreement, RevQ warrants that it has the right to license the Software to Customer under terms of this Agreement and that neither the Software nor the Documentation infringe upon any duly issued United States patent or copyright or violate any known trade secret of a third party.

9.1 For 90 days from the initial Implementation Date of the Software, RevQ warrants that the Software will perform substantially as described in the Documentation in effect at the time of the execution of this Agreement, provided Customer uses the Software on the designated Server within required operational conditions. In addition, for 90 days from the date a Release is shipped to Customer, RevQ warrants that the Software will perform substantially as described in the Documentation for that Release, provided Customer installs the Release and uses the Software on the designated Server within required operational conditions. If the Software does not so perform, RevQ's sole obligation will be to repair or replace, at RevQ's option, any component of the Software which does not substantially perform according to the specifications set forth in the applicable Documentation.

9.2

9.3 **EXCLUSIONS:**

9.3.1 **EXCLUDED ERRORS.** RevQ's warranty obligations do not cover Software Errors contributed to or caused by: (a) Defects in or malfunctions of Customer's Server, workstations, platform or operating system; (b) Operation of the Server or workstations in environmental conditions outside those prescribed by the computer manufacturer; (c) Errors in or malfunctions of Customer supplied databases or application programs; (d) Abuse or misuse of the Server or workstations or failure by Customer to keep the Server and workstations properly maintained in accordance with the standards of maintenance recommended by the manufacturer; (e) Customer, a third party or an act of God; (f) Any use of the Software in a manner not authorized by this Agreement; (g) Any modification of the Software in a manner not authorized by RevQ; (h) any modification of the Server by Customer or a third party in a manner not authorized by RevQ; (i) Customer's failure to install and use any Update, Release, Corrected Release or Error Correction; or (j) Customer's failure to perform its obligations under this Agreement.

## **Professional Services Module (Custom Programming)**

- 9.3.2 **EXCLUDED SOFTWARE.** RevQ's warranty obligations do not cover: (a) Software maintained or modified by anyone other than RevQ or a third party who has been previously authorized to do so in writing by RevQ; or (b) Software that has been merged into or combined with any computer program(s) not licensed by RevQ under this Agreement or any Attachment hereto.
- 9.4 **DISCLAIMERS.**
- 9.4.1 Except as specifically provided herein, RevQ shall have no liability to Customer, or to any other party, because of the failure of the Software to perform, or because of failure to correct any errors.
- 9.4.2 RevQ does not warrant that the functions contained in the Documentation and/or Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free. RevQ assumes no responsibility for Software that has been altered or modified, except if altered or modified by RevQ.
- 9.5 No person is authorized by RevQ to make any further or different warranties or representations concerning the Software.
10. **LIMITATION OF LIABILITY.** If RevQ's acts or omissions constituting a tort (including but not limited to negligence, interference with contract and negligent misrepresentation), breach of contract, or violation of a statute or regulation cause damage to persons or property, RevQ will only be liable for the amount of direct damages to the persons or property.
11. **INDEMNIFICATION.** RevQ shall defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software infringes a duly issued U.S. patent or copyright or violates a known trade secret if RevQ is notified promptly in writing of such action, if RevQ has sole control of defense and negotiations for settlement and if Customer fully cooperates concerning the legal action. If Customer's use of the Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the Agreement for the infringing Software and refund the license fees. If RevQ remedies the infringement by providing Customer with a new Release which modifies the Software in such a manner as to restore Customer's right to use the Software ("Corrected Release"), Customer shall, notwithstanding any other provision of this Agreement, accept and utilize the Corrected Release and immediately cease all further use of all prior Releases of the Software. RevQ shall not be obligated to provide indemnification if the infringement claim arises from: (1) Customer's use of the Software in a manner not specified or authorized by this Agreement; (2) Any modification of the Software by anyone other than RevQ; (3) Any combination or merger of the Software with or into any computer program(s) not licensed by RevQ; or (4) Customer's failure to use the Corrected Release. RevQ's total liability to Customer hereunder will not, however, exceed the Initial License Fee indicated on Schedule A which was paid by Customer for the infringing software. The foregoing states the entire liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.
12. **DISPUTE RESOLUTION.** If any controversy or claim arises out of or relates to this Agreement, or the breach thereof, the parties agree that senior management will attempt in good faith to settle the controversy or claim within ten (10) business days thereafter before resorting to arbitration pursuant to this Section. If said controversy or claim cannot be settled through such senior management intervention, either party may initiate action in a court of competent jurisdiction.
13. **DEFAULT.**
- 13.1 RevQ shall be deemed to be in default if the Software does not perform as documented in the RPCS User Guide and cannot be brought into compliance with the documentation within a reasonable period of time.
- 13.2 Customer shall be deemed to be in default if payment is not made in accordance with this Agreement.
- 13.3 Customer shall be deemed to be in default if an attempt is made to transfer the Software, without the approval of RevQ, or if in violation of Section III subsection F of this agreement.
14. **REMEDIES AFTER DEFAULT.**
- 14.1 This Agreement may be deemed terminated at the sole discretion of the non-defaulting party.
- 14.2 All materials supplied to the Customer by RevQ shall be returned if this Agreement is terminated.
15. **MISCELLANEOUS.**
- 15.1 Force Majeure. No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.
- 15.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **Professional Services Module**

### **(Custom Programming)**

- 15.3 Binding Effect. This Agreement inures to the benefit of and is binding upon heirs, executors, administrators, successors and assigns of the parties hereto.
- 15.4 Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.
- 15.5 Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.
- 15.6 Compliance. The Customer shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.



**Professional Services Module  
(Custom Programming)**

Exhibit-B Software Support Agreement

**Between**

Columbia Ultimate, Inc., DBA RevQ  
4400 NE 77<sup>th</sup> Avenue Suite 100  
Vancouver, WA 98662  
360-260-5838  
Hereafter "RevQ"

**And**

County of Monterey #053839.0  
Administrative Services  
168 W Alisal St 1st Fl  
Salinas, CA 93901-2437  
831-755-5142  
Hereafter "Customer"

This Software Support Agreement is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Agreement and the Software License Agreement, the terms and conditions of this Software Support Agreement shall govern for the purposes of this Agreement only.

- 
- I. **TERM OF SUPPORT.** The initial term of Support shall be thirty-six (36) months unless and until either party shall provide the other thirty (30) days written notice of termination. The term shall be automatically renewed for three (3) additional twelve (12) month terms unless terminated, canceled or extended.
- II. **DEFINITIONS.** In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Agreement shall have the following meanings for purposes of this Agreement only:
- A. "Error" shall mean an error in the Software or a failure of the Software to conform, as documented in the RPCS User Guide, which negatively impacts the performance of Customer's operations. Errors can occur as: (i) errors in the Software or (ii) errors in Documentation.
  - B. "Priority 1 Error or Down System" shall mean the Software is unusable, produces incorrect results, or fails catastrophically in response to input files. The Software does not perform most of its documented functions.
  - C. "Priority 2 Error or Detrimental" shall mean the Software is usable, performs most, but not all of its documented functions.
  - D. "Priority 3 Error or Inconvenient" shall mean the Software is usable but due to an error does not provide the function in the most convenient way.
  - E. "Support" means the work to be provided by RevQ under the terms of this Agreement, including answering of questions regarding the operations of the Software and any corrections required to make the Software operational as provided in the Documentation.
- III. **SERVICE PROVIDED BY REVQ**
- A. RevQ agrees to maintain the Software in conformity in all material respects with the Documentation. RevQ shall correct all Errors discovered by Customer or RevQ.
  - B. Software Support. If Customer believes that there is an Error, Customer will notify RevQ, describing the Error in such detail as is reasonably necessary and available for RevQ to provide resolution of the Error. RevQ shall promptly investigate the Error and shall advise Customer of RevQ's plans for corrective action. RevQ shall remedy such Error as follows:

## **Professional Services Module**

### **(Custom Programming)**

1. Priority 1 Error (Down System). RevQ will promptly respond within (2) hours of notification and shall use its best efforts to provide a resolution to Priority 1 Errors within thirty-six (36) hours of receipt of an Error report.
  2. Priority 2 Error (Detrimental). RevQ will respond within (8) hours of notification and shall use its best efforts to provide a resolution to a Priority 2 Error within five (5) business days of receipt of an Error report.
  3. Priority 3 Error (Inconvenient). RevQ shall use its best efforts to provide a solution for problems designated a Priority 3 Errors within thirty (30) calendar days of receipt of an Error report.
- C. RevQ will provide to Customer toll free phone service (in the United States) for consultation, Error report and resolution. Calls shall be placed by the Administrator defined in the Software and whose name should be provided to RevQ prior to the initial installation of the Software. Calls can be placed during U.S. Pacific Time from 5:00 a.m. to 5:00 p.m. Monday through Saturday, excluding any holidays recognized by RevQ as company-wide holidays as posted on RevQ's website annually. Additional charges for after-hour support will apply when Customer initiates an Error report outside these hours and requests that RevQ respond immediately.
- D. ELECTRONIC ACCESS. Customer will, at its expense, provide the necessary equipment to allow RevQ remote access to Customer's computer. Customer authorizes RevQ to access Customer's computer either on site or via remote electronic access to isolate Errors in the Software, and, where practicable, attempt to apply corrections. Customer shall furnish access to Customer's computer to RevQ without charge for the time required by Columbia Ultimate to furnish Support. If practicable, Customer will comply with RevQ's connectivity standards when providing RevQ with remote electronic access to Customer's computers. Customer's use of non-standard connectivity methods may delay RevQ's response time to Error Reports. While RevQ will attempt to accommodate non-standard connectivity methods, Customer use of non-standard connectivity methods voids RevQ's obligation to respond to and resolve Error Reports within the times set forth in section B within this section.
- E. Additional Services. Any services provided in addition to those specified above ("Additional Services") will be billed to Customer at RevQ's then current rates under a separate written agreement.

#### **IV. FEES AND CHARGES**

- A. Fees. As consideration of the Software Support services rendered by RevQ, Customer shall pay RevQ the fees and charges set forth in the attached Schedule. These total amounts are subject to change when the additional number of Workstation Software users changes to reflect additional users.
- B. Invoicing. RevQ will invoice Customer in accordance with the schedule of payments set forth in the attached Schedule. The amount is due thirty (30) days after Customer's receipt of invoice. In the event that the Customer does not pay the full invoiced amount within thirty (30) day period, RevQ shall have the right to terminate Support. RevQ shall continue to have the right to recover payment of all amounts for Support rendered prior to such termination.
- C. Taxes. Customer will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

#### **V. TERMS AND CONDITIONS OF SUPPORT**

- A. For Software Support, RevQ shall only be responsible for providing Support for RevQ's most current Release of the Software and for the three (3) previous Releases of the Software.
- B. RevQ shall be under no obligation to furnish Support under this Agreement should Support be required as a result of:
1. Operation of the Software in environmental conditions outside those prescribed by the hardware platform manufacturer or those defined in the Hardware Specifications provided by RevQ for the Release the Customer is running on;
  2. Failure by Customer to keep the hardware platform properly maintained in accordance with standards of maintenance prescribed by the manufacturer; or
  3. The Software maintained or modified by anyone other than RevQ or a third party authorized by RevQ.
- C. In the event it is determined that RevQ provided Support arising from the above or from some other cause not related to the Software, RevQ reserves the right to charge Customer for the performance of such Support as an additional service.

**Professional Services Module**  
**(Custom Programming)**

- D. Notwithstanding the exclusions specified above, RevQ's obligations to provide support shall not be affected by Customer's modification of the Software so long as RevQ can discharge its Support obligations notwithstanding such modifications or following their removal by Customer.
- E. Customer agrees to provide the necessary equipment to allow remote access to Customer's computer system via modem phone line or via the internet.
- F. Customer agrees to provide the name of the one Administrator as defined in the Software as a person to work with RevQ in diagnosing areas of concern.

Columbia Ultimate, Inc., DBA RevQ

**Schedule A**

## Professional Services Module (Custom Programming)

for July 1, 2015 through June 30, 2016

Qty	Description	Value Amount	Annual Amount	License Amount
40	Revenue Plus Collector System (RPCS) Licenses	\$163,100.00	\$14,679.00	\$4,893.00
6	RPCS Query Access License	\$6,500.00	\$585.00	\$195.00
6	jBase Database Licenses for View Only Licenses	\$2,300.00	\$345.00	\$69.00
48	CU Emulate 43/5	\$20,700.00	\$3,105.00	\$621.00
1	Account Distribution/Payment Proration Module	\$24,300.00	\$3,645.00	\$729.00
1	Tax Intercept Module	\$4,900.00	\$735.00	\$147.00
1	California FTB/COD Module	\$9,800.00	\$1,470.00	\$294.00
1	California EDD Module	\$7,100.00	\$1,065.00	\$213.00
1	CU Archive	\$3,200.00	\$480.00	\$96.00
1	VDM Quickview Subscription \$300 Monthly	\$3,600.00	\$3,600.00	
1	CU*Transit - Data Transmission Module - \$150/month		\$1,800.00	
1	Ecliptics - Client View (\$439.00/month)		\$5,268.00	
1	Standard Interface	\$25,000.00	\$3,000.00	
1	Proj. #20744 Distribution of notes program	\$3,240.00	\$389.00	
1	Proj. #20777 DMV Delinquent Parking Citation Rp	\$5,400.00	\$648.00	
1	Proj. #62207 60-day Delinquent Flagging	\$11,360.00	\$1,363.00	
1	Proj. #62211 Auto Distribution Programming	\$14,200.00	\$1,704.00	
1	Proj. #63789 Court Interface	\$11,360.00	\$1,363.00	
1	Proj. #66683 OCR Scan Line and Payment Proc	\$3,124.00	\$375.00	
1	Proj. #68574 Facility Entity Reports	\$3,408.00	\$409.00	
1	Proj. #122409A Phase I - Violation Code % Calculati	\$4,260.00	\$511.00	
1	Proj. #121880 Generate file for Immedia Transmitt	\$4,260.00	\$511.00	
1	Proj. #148209 Interface Between CU and SJE	\$4,544.00	\$545.00	
1	Proj. #160755 Public Defender Collections Proces	\$4,544.00	\$545.00	
1	Proj. #200317 Upload COD files for Electronic	\$3,600.00	\$432.00	
1	Proj. #209866 Sustain Interface	\$32,550.00	\$3,906.00	
1	Proj. #209889 SJE Export	\$4,800.00	\$576.00	
1	Proj. #214681 Need Ability to Print Stubs with OCR	\$4,340.00	\$521.00	
1	Proj. #323193 Creation of Interface w/Private	\$4,800.00	\$576.00	
1	Annual Release Fee		\$0.00	

**TOTAL      \$390,290.00      \$54,151.00      \$7,257.00**

Current Release: 2011-1

**\$61,408.00**

### SEPARATE SERVER

1	Revenue Plus Collector System NT (RPCS NT) Licer	\$4,548.00	\$409.00	\$136.00
* 3 licenses are on this separate server, but only 1 is subject to support/relicense				
1	CU Emulate*	\$431.00	\$62.00	
* 2 licenses are on this separate server, but only 1 is subject to support				

**\$4,535.00      \$431.00      \$124.00**

**SEPARATE SERVER SUB-TOTAL      \$555.00**

1      CU Converse - 9 Agent x 18 Lines      **DIALER TOTAL      \$8,500.00**

1      CU\*Interact - IVR      **IVR TOTAL      \$6,800.00**

**FISCAL YEAR 2016 TOTAL      \$77,263.00**

## Professional Services Module (Custom Programming)

*for July 1, 2017 through June 30, 2018*

Qty	Description	Value Amount	Annual Amount	License Amount
40	Revenue Plus Collector System (RPCS) Licenses	\$171,255.00	\$15,413.00	\$5,138.00
6	RPCS Query Access License	\$6,825.00	\$614.00	\$205.00
6	jBase Database Licenses for View Only Licenses	\$2,415.00	\$362.00	\$72.00
48	CU Emulate 43/5	\$21,735.00	\$3,260.00	\$652.00
1	Account Distribution/Payment Proration Module	\$25,515.00	\$3,827.00	\$765.00
1	Tax Intercept Module	\$5,145.00	\$772.00	\$154.00
1	California FTB/COD Module	\$10,290.00	\$1,544.00	\$309.00
1	California EDD Module	\$7,455.00	\$1,118.00	\$224.00
1	CU Archive	\$3,360.00	\$504.00	\$101.00
1	VDM Quickview Subscription \$300 Monthly	\$3,600.00	\$3,600.00	
1	CU*Transit – Data Transmission Module - \$150/month		\$1,800.00	
1	Ecliptics - Client View (\$484.00/month)		\$5,808.00	
1	Standard Interface	\$25,000.00	\$3,000.00	
1	Proj. #20744 Distribution of notes program	\$3,240.00	\$389.00	
1	Proj. #20777 DMV Delinquent Parking Citation Rp	\$5,400.00	\$648.00	
1	Proj. #62207 60-day Delinquent Flagging	\$11,360.00	\$1,363.00	
1	Proj. #62211 Auto Distribution Programming	\$14,200.00	\$1,704.00	
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1	Proj. #66683 OCR Scan Line and Payment Proc	\$3,124.00	\$375.00	
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1	Proj. #122409A Phase I - Violation Code % Calculati	\$4,260.00	\$511.00	
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1	Proj. #209889 SJE Export	\$4,800.00	\$576.00	
1	Proj. #214681 Need Ability to Print Stubs with OCR	\$4,340.00	\$521.00	
1	Proj. #323193 Creation of Interface w/Private	\$4,800.00	\$576.00	
1	Annual Release Fee		\$0.00	

<b>TOTAL</b>	<b>\$402,385.00</b>	<b>\$55,996.00</b>	<b>\$7,620.00</b>
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Current Release: 2011-1

<b>\$63,616.00</b>
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### SEPARATE SERVER

1	Revenue Plus Collector System NT (RPCS NT) Licer	\$4,775.00	\$430.00	\$143.00
* 3 licenses are on this separate server, but only 1 is subject to support/relicense				
1	CU Emulate*	\$452.00	\$68.00	
* 2 licenses are on this separate server, but only 1 is subject to support				

<b>\$4,535.00</b>	<b>\$431.00</b>	<b>\$124.00</b>
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<b>SEPARATE SERVER SUB-TOTAL</b>	<b>\$555.00</b>
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1 CU-Converse - 9 Agent x 18 Lines	<b>DIALER TOTAL</b>	<b>\$8,500.00</b>
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1 CU*Interact - IVR	<b>IVR TOTAL</b>	<b>\$6,800.00</b>
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<b>FISCAL YEAR 2018 TOTAL</b>	<b>\$79,471.00</b>
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## Professional Services Module (Custom Programming)

Columbia Ultimate dba RevQ is providing three (3) one year extensions to this agreement at the Fiscal 2018 schedule price for the same number of licenses, modules and custom programs. Additional licenses, modules or custom programs may have an effect on the annual amount to be paid.

And  
County of Monterey #053839.0  
Administrative Services  
168 W Alisal St 1st Fl  
Salinas, CA 93901-2437  
831-755-5143  
Hereafter "Customer"

This Professional Services Module is made part of the Software License Agreement, effective as of 07-01-15 between RevQ and Customer. This Professional Services Module is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Module and the Software License Agreement, the terms and conditions of this Professional Services Module shall govern for the purposes of this Module only.

### I. TERMS OF PROFESSIONAL SERVICES.

The term of this Professional Services Module is ongoing, although each Statement of Work will specify its own length of time. The Statement of Work may be terminated by the Customer upon seven (7) days prior written notice to Columbia Ultimate provided that, in the event of termination, the Customer shall pay Columbia Ultimate for Services and Products rendered through the date of termination. Columbia Ultimate may also terminate a Statement of Work at any time upon thirty (30) days prior written notice to the Customer.

### II. DEFINITIONS.

In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Module shall have the following meanings for purposes of this Module only:

- A. "Custom Software" shall mean any customization or enhancements of the Software developed for Customer by Columbia Ultimate pursuant to the Statement of Work.
- B. "Deliverables" shall mean the Service or Product delivered to the Customer. When a Product or Service is delivered to Customer, the Customer will deem it as "Delivered". If a Deliverable quantity is more than one and a portion of the quantity has been received, the Customer will accept the received portion of the Service or Product as "Delivered".
- C. "Specification(s)" shall mean the functional, performance and operational characteristics of the Custom Software, and each component thereof, as included in the technical data, schematics and other written descriptions provided by Customer.
- D. "Statement of Work" shall mean the Services or Products to be provided by Columbia Ultimate based on the Specification(s) supplied by Customer, including but not limited to the project description, processing flows, file and report layouts (if any), acceptance criteria and estimated time of completion and costs.

### III. TERMS AND CONDITIONS OF PROFESSIONAL SERVICES.

- A. Columbia Ultimate agrees to provide the Services and Products to Customer as described in the Statement of Work(s). Columbia Ultimate warrants and represents that it shall perform all work using professional skill and care.
- B. Because Custom Software is inherently complex and may not be completely free of errors, the Customer should verify that all work outlined on the Statement of Work performs the function for which it was intended. The Customer should make backup copies of the Custom Software.

## **Professional Services Module**

### **(Custom Programming)**

- C. The Statement of Work will show all custom programming requested by Customer. No changes in or deviations from the Specifications shall be permitted unless Customer shall submit a written request to Columbia Ultimate setting forth with reasonable specificity any requested changes to such Specifications (reference IIID - Requested Modifications to Specifications). Alternatively, a proposal for such a change or deviation submitted in writing by Columbia Ultimate and accepted in writing by Customer shall suffice for this purpose.
- D. Requested Modifications to Specifications and/or Timetable. The following conditions will apply:
  - 1. As soon as reasonably practicable, but in no event later than ten (10) days following Columbia Ultimate's receipt of such request (unless a longer period is reasonably required), Columbia Ultimate shall provide Customer with written notice stating any anticipated change in price, schedule, or any other terms of the Specifications, resulting from the requested changes.
  - 2. Unless Customer accepts in writing any changes in price, schedule, or other terms set forth by Columbia Ultimate in its notice, the changes to the specifications requested by Customer shall not be made. If such changes are accepted in writing by Customer, the requested changes to the specifications shall be made, and Customer's written request for such changes and Columbia Ultimate's written acceptance thereof shall be deemed to constitute an amendment to the Specifications, and shall be deemed to be a part of the Statement of Work.
  - 3. All changes and adjustments required by Columbia Ultimate in any of its notice shall be made by Columbia Ultimate in good faith and reflect the intent of the parties to keep the fees and costs for each Statement of Work as low as is reasonable possible, while producing a first class, high quality solution within the time frames mutually agreed to by the parties.
- E. Columbia Ultimate is an independent contractor and not an agent, officer or employee of the Customer. The parties mutually understand that this Module is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. As an independent contractor, Columbia Ultimate is not subject to the directions and control of the Customer, except as to the final results contracted for under this Module.
- F. Any third person employed by Columbia Ultimate shall be under Columbia Ultimate's exclusive directions, supervision and control. Columbia Ultimate shall determine all conditions of employment, including hours, wages, working conditions, discipline, hiring and discharges, or any other condition of employment.
- G. All rights, title, and interest in and to any software code, Products or Services furnished hereunder shall vest exclusively in Columbia Ultimate. Any inventions or discoveries, arising out of the work performed by Columbia Ultimate under this Module and any enhancements or modifications to the Products or Services furnished by Columbia Ultimate under this Module, including but not limited to, work performed under this Module in connection with Custom Software and all works of authorship such as writings, computer programs, including screen designs, which are produced as part of in connection with Services shall be the sole property of Columbia Ultimate.

#### **IV. CUSTOM PROGRAMMING**

- A. Custom programming will be administered in four phases as follows: (1) analysis and design; (2) coding and unit test; (3) integration test; and (4) acceptance test. For billing purposes, unless otherwise stated in the Statement of Work, each phase will be a Deliverable. Once Columbia Ultimate has delivered a Product or Service, Columbia Ultimate will send a "Project Completion Notice" sheet by facsimile or e-mail to Customer requiring Customer's signature. If Customer does not return a signed Project Completion Notice sheet within ten (10) business days, Columbia Ultimate will assume the items delivered. If the Customer has an issue with the Deliverable not being met, the Customer will send a certified letter to Columbia Ultimate's Project Coordinator with an explanation of why the Deliverable has not been accepted. Both parties will work together to help the Deliverable be met in a timely manner. Customer shall not withhold the acceptance of a Deliverable for lack of manpower or time to verify if the Deliverable has been met. In addition, Columbia Ultimate will not be responsible for timelines not met which were stated in the Statement of Work because of Customer's non-acceptance of Deliverables within the stated time frame.
- B. Columbia Ultimate may incorporate into the Deliverables, intellectual property that it has substantially developed prior the Statement of Work. Columbia Ultimate retains the ownership of its intellectual property, including any copyrights, in the portion of the Deliverables where said incorporation occurs.

## **Professional Services Module**

### **(Custom Programming)**

Customer's use of Columbia Ultimate's intellectual property will be subject to the license granted to Customer under the terms of the Agreement.

#### **V. PROJECT MANAGEMENT.**

- A. Columbia Ultimate Project Coordinator. Columbia Ultimate shall designate one of its employees as its project manager (the "Columbia Ultimate Project Coordinator") per Statement of Work, who shall be assigned by Columbia Ultimate to supervise Columbia Ultimate's work and shall serve as Customer's point of contact for resolution of problems.
- B. Customer Project Coordinator. Customer shall designate an employee who shall be assigned by Customer to coordinate Customer's involvement (the "Customer Project Coordinator") per Statement of Work, who shall serve as Columbia Ultimate's point of contact for the resolution of problems related to the management of the project.
- C. Progress Reports. Columbia Ultimate will provide periodic reports to the Customer as to the progress of any work assigned. The status report should include, if any: (1) any critical issue encountered by Columbia Ultimate including without limitations, the failure of any party to perform, any delay of any party in performing or the inadequate performance of any party which may prevent or tend to prevent Columbia Ultimate from completing any task by the completion date; (2) an estimated length of any delay which may result from any critical issues; and (3) the cause of any critical issue and the specific steps taken or proposed to be taken by Columbia Ultimate or Customer as appropriate to remedy such critical issue.

#### **VI. FEES AND CHARGES.**

- A. Fees. As consideration of the services rendered by Columbia Ultimate, Customer shall pay Columbia Ultimate the fees and charges set forth in each Statement of Work. If applicable, work completed under the Resource Module will be adjusted accordingly.
- B. The Customer will be informed whenever a variance of more than ten (10) percent from those cost and completion date estimates are subject to amendment. Out-of-pocket travel expenses incurred by Columbia Ultimate for a Statement of Work will be reimbursed by Customer per the Monterey County travel policy, including, but not limited to, airfare, lodging, meals and auto rental, after written pre-approval is obtained from customer.
- C. Invoicing. Columbia Ultimate will invoice Customer in accordance with the schedule of payments set forth in each Statement of Work. Customer shall pay within thirty (30) days from invoice date. In the event that the Customer does not pay the outstanding amount within the thirty (30) day period, Columbia Ultimate shall have the right to terminate Services. Columbia Ultimate shall continue to have the right to recover payment of all amounts for Services rendered prior to such termination.
- D. Taxes. Customer will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

#### **VII. CONFIDENTIALITY.**

Each party may disclose to the other relevant proprietary and/or confidential information and technology required for the completion of each Statement of Work. All such information identified as proprietary and/or confidential, when disclosed by one party to the other, shall be kept secret and confidential by the receiving party and shall not be used except as expressly contemplated in the Agreement.

#### **VIII. MISCELLANEOUS.**

- A. Telecommunications Link. Customer agrees to provide the necessary equipment to allow remote access to Customer's computer system for the time required by Columbia Ultimate to furnish the Services hereunder. All telecommunication link charges incurred by Columbia Ultimate (i.e. modem calls) will be billed to Customer.
- B. Columbia Ultimate will provide Software Support of the Custom Software for up to ninety (90) days following delivery of final Service or Product per Statement of Work for correction of errors in the Products or Services. Software Support beyond this time can be obtained by choosing one of two options: (1) Support Plan (reference Software Support Module) or (2) Time & Materials Maintenance Plan (non-guaranteed). Extended support fees, if applicable, will be based on the total project billings multiplied by Columbia Ultimate's then current support rate. Surcharges will apply for quarterly and monthly billings. Note: Change requests in use or functionality which are outside the Statement of Work are not covered under this Software Support condition and will require a new Statement of Work.