



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

- Periodic follow-up performance evaluations of the Synchronist System to insure quality service
- T1 access lines (multiple lines)
- Secured server for data transmission and storage
- Firewall software and 24 hour monitoring against hacker intrusion
- Emergency power back-up system for software/data servers

System Access

Blane, Canada Ltd. will make every effort to resolve, but is not responsible for resolving access issues caused by client network configuration policies or client network upgrades. Additional charges may apply to resolving such issues.

Data Ownership

All data gathered, input, and stored using the Synchronist System by the license holder, is exclusively owned by the license holder.

Password Access

The License Administrator is solely responsible for managing Operator access to their Synchronist System. To maintain system integrity, confidentiality, and/or security operator access must be managed aggressively. Blane, Canada Ltd. is not responsible for breaches brought about by poor or inadequate User security controls.

Termination

This License agreement may be terminated without prejudice to any other right by the license holder or by Blane, Canada Ltd. for failure to comply with the terms and conditions of the License.

The License holder can terminate service upon 45 days written notice to Blane, Canada Ltd. Should a Master License holder terminate service, Sub License holder rights continue unless terminated by the Sub License holder.

Upgrades

Blane, Canada Ltd. may, but will not be required, to provide registered Synchronist Licensees feature enhancements and program upgrades of the Software Product or its components. If issued, upgrades are integrated on-line as they are made generally available from time to time. Upgrades and maintenance are covered under an annual service fee.

Licensing Fee

The licensing fee for use of the Synchronist Business Information System[®] is based on population in the service area and the number of operating sites (Regional and Sub Licenses) if applicable.

The License fee for the Synchronist (Internet version) has three components, the License fee, Internet hosting services (twelve months), and data storage and backup. The Internet hosting service and the data storage and back up fees are on-going fees billed on an annual

basis. Services provided under this fee are described above (On-Going Maintenance and Support).

Warranty

Blane, Canada Ltd. warrants the Software Product will perform substantially in accordance with the accompanying written material.

Abandonment

Should Blane, Canada Ltd. discontinue support of the Software Product, and fail to provide for alternative continued support, Blane, Canada Ltd. will make available, on request, the current program code, passwords, and documentation to Master License holders of record.

Consequential Damages

To the maximum extent permitted by applicable law, in no event shall Blane, Canada Ltd. or its agents be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business income, business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software Product.

Operating Statistics and Evaluation

Licensee agrees to periodically, on request of the Master License holder and/or Blane, Canada Ltd., allow access to operating and database data for **confidential** evaluation and analysis in exchange for comparative information if compiled.

System Requirements

The only system requirement is current browser software such as Microsoft Internet Explorer[®], Mozilla Firefox[®], Apple Safari[®], or Google Chrome[®].

Internet broadband access is highly recommended.

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Matrix Analysis, U.S. Patent No. 6,757,660,B2, additional patents pending.

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July 2010

CITY OF SALINAS

200 LINCOLN AVENUE
SALINAS, CALIFORNIA 93901
Phone (831) 758-7213



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE IN
DUPLICATE TO

FINANCE DEPARTMENT
200 LINCOLN AVENUE
SALINAS, CA 93901

PURCHASE ORDER NUMBER
130828-035

SHOW THIS NUMBER ON ALL INVOICES,
PACKAGES AND CORRESPONDENCE

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Blane, Canada Ltd.
1506 Cadet, Ste. 100
Wheaton, IL 60189

SHIP TO:
City Of Salinas
Economic Development
65 W Alisal St 2nd Floor
Salinas, CA 93901

Page 1 of 1

ORDER DATE: 28 AUG 2013

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	YEAR	Annual Dues Synchronist	2,150.00	2,150.00
				TOTAL	2,150.00
			***** For City Use Only ***** ** 61.13-63590-7302 2,150.00 ** ***** REPLACES CHECK #379437		

Return ☐ P.O. Payment Approval: _____

13-14

☐ Check Payment Date _____

DIVISION: Salinas Valley Enterprise Zone

AUTHORIZED BY

Rosa Mardon

FOR THE CITY OF SALINAS