



Attachment D

QUOTATION

Quote Ref Number: **CW-GOV 38616 REV 1.4**
Quote Date: **November 28, 2018**
Quote Expiry: **December 31, 2018**

Payment Terms: **Due Upon Receipt**

For:
87558
County Of Monterey
Mr. Harvey Howells, CPA, CIA
Chief Deputy Auditor-Controller, Internal Audit
(831) 755-5493

CaseWare Contact:

Todd Eyolfson
Todd.Eyolfson@caseware.com
(800) 267-1317 Ext. 1179

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2	Working Papers – Single User License	\$1,185.00	\$2,370.00
2	Connector – Single-User License	\$315.00	\$630.00
2	Audit System - Single-User License	\$265.00	\$530.00
1	Online Instructor Lead Training (8 hour day)	\$1,600.00	\$1,600.00
		SUBTOTAL	\$5,130.00
		ADMINISTRATION FEE	\$25.00
		GRAND TOTAL ¹ (USD):	\$5,155.00

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S E R V I C E S , I N C

Quote number: QUO-06730-F4Y8V3

Effective from: 11/28/2018

Effective to: 12/28/2018

This quote provided to:

County of Monterey

Harvey Howells

168 West Alisal Street 3rd Floor

Salinas, CA 93901

Provided by:

Victor Rodriguez

832-327-1891

VictorR@Audimation.com

Description	Qty	Unit Price*	Extended Amount
IDEA Single User License - Tier 1 - 1 to 2	1	\$2,045.00	\$2,045.00
Subtotal			\$2,045.00
Processing			\$25.00
Total			\$2,070.00
Estimated Annual Renewal Cost**		\$ 500	

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15. **Implied Warranty.** If an implied warranty or condition is created by your jurisdiction and federal or state/provincial law prohibits the disclaimer of such implied warranty, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE WARRANTY PERIOD. THERE IS NO WARRANTY OR CONDITION OF ANY KIND WITH RESPECT TO DEFECTS DISCOVERED AFTER THE WARRANTY PERIOD. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you. Any supplements or updates to the Products provided to you after the expiration of the Warranty Period are not covered by any express, implied or statutory warranty or condition. This Limited Warranty will be void if: (a) you fail to notify CaseWare IDEA of the non-performance within the Warranty Period; or (b) the non-performance has resulted from accident, abuse, modification or misapplication of the Products (including the failure to use the Products in accordance with CaseWare IDEA's written documentation) by or on behalf of anyone other than CaseWare IDEA. Except for any refund elected by CaseWare IDEA, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, if the Products do not meet CaseWare IDEA's Limited Warranty. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, abnormal use, or a virus.
16. **Exclusive Remedy.** CaseWare IDEA's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this Agreement or for any other liability relating to the Products will be, at CaseWare IDEA's sole option from time to time (as exercised subject to applicable law): (1) the refund of amount paid for the Products; (2) refund the last subscription fee paid by you; or (3) repair or replacement of the Products so that the Products meets the Limited Warranty. You will receive the remedy selected by CaseWare IDEA without charge, except that you are responsible for any expenses you may incur. Any replacement Products will be subject to the Limited Warranty for the remainder of the Warranty Period or for thirty (30) days, whichever is longer. CaseWare IDEA will use commercially reasonable efforts to provide your remedy within a commercially reasonable time.

- 17. Intellectual Property Indemnity.** In the event an action is commenced, while the License hereunder is in force, against you by a third party alleging that the Products infringe any third party intellectual property rights in Canada or the United States, CaseWare IDEA shall indemnify and hold you harmless for, any actual, direct damages to the extent such action directly concerns use of the Products, ordered to be paid by you in a final, non-appealable determination of such action, on condition you: (i) notify CaseWare IDEA promptly in writing within 30 days of the action or notice of a potential action; (ii) provide to CaseWare IDEA all reasonable information and assistance to defend or settle the action; and (iii) allow CaseWare, at its sole option, to defend or settle the action. If an infringement claim or allegation is made, you must notify CaseWare IDEA promptly in writing within 30 days of receiving notice of the claim or allegation and CaseWare IDEA may, at its sole option and expense (i) replace or modify Products so that it becomes non-infringing; (ii) procure for you the right to continue using Software; or (iii) terminate this License and require the return of the Products and refund to you of the amount paid for the Products or the last subscription fee paid by you. CaseWare IDEA has no liability to you if you alter the Products or use the Products outside the scope of use identified in the accompanying documentation or if you use a version of the Products which has been superseded. CaseWare IDEA will not defend or indemnify or hold you harmless for any action that is based upon any material not furnished by CaseWare IDEA. CaseWare IDEA will not defend or indemnify or hold you harmless for any claim of infringement that is based upon the combination of the Products with any products or services not provided by CaseWare IDEA. CaseWare IDEA will not defend or indemnify or hold you harmless for actions against you for infringement if the Products as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. This section provides your exclusive remedy for any infringement claims or damages.

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- 18. Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, THE PRODUCTS ARE PROVIDED "AS-IS" AND WITH ALL FAULTS, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND RESULTS OF USE OF THE PRODUCTS. EXCEPT AS OTHERWISE RESTRICTED BY LAW, CASEWARE IDEA AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THEIR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY OR THEIR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CASEWARE IDEA, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF SUCH REPRESENTATIONS, WARRANTIES OR CONDITIONS, OR CREATE ANY NEW WARRANTIES. IN ANY EVENT, THE LIABILITY OF CASEWARE IDEA OR ITS LICENSORS UNDER ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS IS LIMITED TO THE AMOUNT OF THE LICENCE FEES PAID BY YOU FOR THE PRODUCTS THAT CAUSED THE DAMAGE OR THE LAST SUBSCRIPTION FEE PAID BY YOU FOR THE PRODUCTS. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to the Warranty Period.
- 19. Exclusion of Certain Damages.** YOU INSTALL, BACK UP, AND USE THE PRODUCTS AT YOUR OWN RISK. CaseWare IDEA, ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, LOST CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER LOSS WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PRODUCTS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF CaseWare IDEA OR ANY SUPPLIER, AND EVEN IF CaseWare IDEA OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THAT LOSS IS FORESEEABLE
- 20. Limitation of Liability.** IN ANY EVENT, CaseWare IDEA'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ALL DAMAGES REFERENCED IN THIS AGREEMENT) IS LIMITED TO THE GREATER OF THE

ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE PRODUCTS UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS OR THE LAST SUBSCRIPTION FEE PAID BY YOU OR IF NO SUBSCRIPTION FEE IS PAYABLE, LICENSE FEES PAID HEREUNDER. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.

- 21. Severability of Actions.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF CONDITIONS OR WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.
- 22. Term.** This Agreement and the License granted hereunder will become effective as of the date that you install the Products, and will continue in effect thereafter unless terminated under section 23.
- 23. Termination.** If the terms accompanying the License Key limits the duration of the License, then the terms accompanying the License will terminate automatically on the termination date included in the License Key. If License Key requires recurring payment of subscription fees for an interval, then the License will terminate within 30 days of non-payment of an applicable subscription fee. Without prejudice to any of CaseWare IDEA's rights at law or equity, CaseWare IDEA may also terminate the License immediately if you fail to comply with any of the terms or conditions in this Agreement. You may terminate the License at any time by delivering written notice to CaseWare IDEA.
- 24. Effect of Termination.**
- (a) Upon termination of this License, you must:
 - (i) immediately stop using the Products;
 - (ii) either:
 - A. destroy the Products and all copies of the Products in your possession or control; or
 - B. return to CaseWare IDEA the Products and all copies of the Products in your possession or control; and
 - (iii) within 30 days after termination of the License, certify to CaseWare IDEA in writing that you have complied with the obligations in this section.
 - (b) If you are in breach of this Agreement, then in addition to any other right or remedy available to CaseWare IDEA, you agree to reimburse CaseWare IDEA for all of its reasonable costs arising out of or in connection with the breach and related investigation. The termination of this Agreement will not constitute a waiver of any fees, amounts or charges due to CaseWare IDEA, nor will termination in any way reduce or compromise any other rights of CaseWare IDEA pursuant to this Agreement.
- 25. Governing Law.** This Agreement shall be governed by and construed under the law applicable to agreements between residents of the Province of Ontario, Canada entered into and to be performed within Ontario, Canada. The software is protected by copyright laws throughout the world. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. You irrevocably and exclusively attorn to the jurisdiction of the courts of the Province of Ontario.
- 26. Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any provision of this Agreement is unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other provisions of this Agreement will remain in full force.
- 27. Survival.** The provisions of sections 5-9, 12-21, and 24-29 shall survive termination of this Agreement or the License granted hereunder.

- 28. Complete Agreement.** This Agreement and the CaseWare IDEA order form comprise the complete and exclusive statement of the agreement between the parties and supersede any purchase order, communications or representations regarding the Products. The terms of this Agreement will prevail notwithstanding any purported variance of such terms by any order submitted by you or on your behalf. You acknowledge and agree that any terms contained in your purchase order or other ordering document do not apply. This Agreement may only be amended by a separate written addendum signed by the parties. This section is subject to the sections entitled "Other Agreements" and "Evaluation License" which provide, among other things, that certain agreements between you and CaseWare IDEA, which are specified in those sections, may affect or replace the terms of this Agreement and your rights to use the Products.
- 29. Trademarks.** "IDEA" and the IDEA logo are trade-marks or registered trade-marks of CaseWare IDEA or one of its affiliates or licensors. Other brands or products referenced in the Products or associated with it are the trade-marks or registered trademarks of their respective owners.
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