

## MASTER SOFTWARE LICENSE & HOSTING AGREEMENT

This MASTER SOFTWARE LICENSE & HOSTING AGREEMENT (this "Agreement") is entered into as of 6/27/07 ("Effective Date"), by and between Compliance Services, LLC ("Licensor") under arrangement with the U.S. Communities Purchasing & Finance Agency, and the purchaser of the software licensed hereunder, the California Statewide Communities Development Authority (the "Customer"), and describes the terms and conditions pursuant to which Licensor shall license such software to Customer.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### 1. Definitions.

1.1. "Confidential Information" means all Software (as that term is defined below), Documentation (as that term is defined below), information, data, drawings, benchmark tests (including tests performed by Customer), specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Customer by Licensor or supplied to Licensor by Customer, including all items identified as the confidential or proprietary information of Licensor by use of the term "confidential information" or similar term in any other agreement between Customer and Licensor whether executed prior to or after the Parties entered into this Agreement.

1.2. "Documentation" means any instructions manuals or other materials, and on-line help files, regarding the use of the Software.

1.3. "License Fees" has the meaning given to it in Section 5.1 hereof.

1.4. "Services" means the services described on Exhibit B, which is hereby incorporated by reference.

1.5. "Software" means the computer software program described on Exhibit A and A1, which is hereby incorporated by reference.

1.6. "Term" has the meaning given to it in Section 10.1 hereof.

1.7. "Update" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that is generally made available (other than media and handling charges) to Licensor's customers who have contracted for Services.

1.8. "Use" of Software means executing, accessing or displaying the Software while it is hosted by Licensor.

1.9. "User" means all of Customer's employees, officers, and directors, and also including contractors subcontractors directly employed, managed, and controlled by Customer in a manner resembling an employer-employee relationship, who have authorization to access the Software.

### 2. Grant of License.

2.1. **Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Customer a limited, nonexclusive, nonsublicenseable, revocable and nontransferable license to (a) use the Software described on Exhibit A and A1, (b) use the Documentation in connection with use of the Software, and (c) provide the number of Users set forth on Exhibit A and A1 with access to the Software.

2.2. **Delivery.** Licensor shall host the Software on its servers and make it available to Customer as described in this Agreement. Licensor shall make available via electronic download the Documentation and updates thereto. Customer acknowledges that no copy of the Software or the source code of the Software will be provided to Customer.

3. **Ownership.** The license granted by Licensor to Customer herein transfers to Customer neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights,

patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. Licensor retains all right, title and interest in and to the Software and Documentation and any enhancements and modifications thereto. Customer retains all right, title and interest in and to any data provided by Customer and which is stored using the Software or any of Licensor's systems.

#### **4. License Restrictions.**

4.1. **Restrictions.** Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

4.1.1. allow more than the maximum number (if applicable) of authorized, licensed Users or concurrent Users set forth on Exhibit A and A1 to access and/or use the Software;

4.1.2. modify, decompile, disassemble, reverse engineer, or otherwise translate the Software, in whole or in part;

4.1.3. write or develop any derivative software or any other software program based upon the Software or any Confidential Information;

4.1.4. use the Software to provide services to third parties, or otherwise use the Software on a 'service bureau' or time-sharing basis;

4.1.5. sublicense the Software to any third party;

4.1.6. provide, disclose, divulge or make available to, or permit use of the Software by any third party, other than Customer's Users, without Licensor's prior written consent, except as described pursuant to Section 11.13; or

4.1.7. disable or modify any licensing control features of the Software.

#### **5. License and Service Fees.**

5.1. **Fees.** In consideration of the license granted pursuant to Section 2.1, Customer agrees to pay Licensor the license fees specified on Exhibit A and A1 ("License Fees") and the fees for Services specified in Exhibit B ("Service Fees").

5.2. **Payments.** Customer shall pay the full invoiced amount according to the payment terms specified on Exhibit A and A1 and/or Exhibit B.

5.3. **Taxes.** All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Customer agrees to pay or reimburse Licensor for all federal, state, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Licensor). Customer agrees to hold harmless Licensor from all claims and liabilities arising from Customer's failure to report or pay such taxes.

#### **6. Services; Modification of Software.**

6.1. Subject to timely payment in full of all amounts payable by Customer to Licensor hereunder, including, without limitation, the Services Fees set forth on Exhibit B, Customer shall receive Maintenance, Support and Hosting in accordance with the terms of Exhibit B.

6.2. To the extent that Customer desires services beyond those provided on Exhibit B, including but not limited to having the Software modified to an extent greater than that provided for on Exhibit B, the parties shall discuss any such services and shall negotiate to determine the fees therefor. If the parties are unable to negotiate and agree on such terms, Licensor shall have no duty to provide any such services.

#### **7. Limited Warranty and Limitation of Liability.**

7.1. Licensor warrants that during the Term the Software will perform in substantial accordance with the Documentation. If during the Term the Software does not perform as warranted, Licensor shall, at its option: (1) undertake, through reasonable effort, to (a) correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass to the Software, or (b) replace such Software free of charge; or (2) if neither of the foregoing is commercially practicable, terminate this Agreement and refund to

Customer a pro rata portion, if any, of the License Fees equal to the number of days that have not yet transpired during the current billing period. The foregoing are the Customer's sole and exclusive remedies for breach of the warranty set forth in this Section 7.1. The warranty set forth above is made to and for the benefit of Customer only.

7.2. Licensor is not responsible for obsolescence of Software that may result from changes in the Customer's requirements. The warranty set forth in Section 7.1 shall apply only to the most current version of the Software issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.

7.3. **Conditions.** The warranty set forth in Section 7.1 will apply only if:

7.3.1. the Software has been used at all times in accordance with the Documentation;

7.3.2. no modification, alteration or addition has been made to the Software by persons other than Licensor or Licensor's authorized representative;

7.3.3. Customer has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation; and

7.3.4. Customer promptly notifies Licensor of the existence and nature of any defect and provides reasonable assistance and access to reproduce and resolve such defect.

7.4. **Disclaimer.** EXCEPT AS SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS", LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE, DOCUMENTATION, AND/OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING ANY SERVICES. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND/OR ANY OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

7.5. **Limitation of Liability.** EXCEPT WITH RESPECT TO (A) LICENSOR'S OBLIGATIONS PURSUANT TO SECTION 8.1, (B) CUSTOMER'S OBLIGATIONS PURSUANT TO SECTION 8.3 AND (C) EACH PARTY'S OBLIGATIONS PURSUANT TO SECTION 9.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR ANY SERVICES. EXCEPT WITH RESPECT TO (A) LICENSOR'S OBLIGATIONS PURSUANT TO SECTION 8.1, (B) CUSTOMER'S OBLIGATIONS PURSUANT TO SECTION 8.3 AND (C) EACH PARTY'S OBLIGATIONS PURSUANT TO SECTION 9.1, EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO LICENSOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND LICENSOR. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF REMEDY PROVIDED HEREIN. FOR PURPOSES OF THIS SECTION 7.5, (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE RECOVERABLE PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO COSTS, EXPENSES AND LIABILITIES INCURRED, INCLUDING WITHOUT LIMITATION, JUDGMENTS, FINES, PENALTIES, ATTORNEYS' FEES AND COSTS, AND COSTS OF MITIGATION AND (B) IN NO EVENT SHALL RECOVERABLE INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BE DEEMED TO INCLUDE ANY AMOUNTS ATTRIBUTABLE TO LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OR LOST DATA.

## **8. Indemnification.**

8.1. **Licensor Indemnification.** Licensor shall indemnify, hold harmless and defend or settle any claim (including reasonable attorneys' fees and costs), action or allegation brought against Customer as a result of Licensor's material breach of this Agreement.

8.2. **Customer Indemnification.** Customer shall indemnify and hold harmless Licensor, its directors, officers, managers, members, employees, contractors, agents, representatives, attorneys, successors and assigns, from any claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys' fees, and, in any way, arising out of Customer's use of Software).

8.3. **Indemnification Logistics.** Each party's liabilities under this Section 8 are contingent upon the other party ("Notifying Party") providing prompt written notice to the other party ("Notified Party") of any such claim, action or allegation and gives that Notified Party the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion so long as such settlement does not adversely affect the Notifying Party, and the Notifying Party may not settle or compromise such claim, action or allegation, except with prior written consent of the Notified Party. Notifying Party shall give such assistance and information as Notified Party may reasonably require to settle or to oppose such claims.

## **9. Confidential Information.**

9.1. **Non-Use and Non-Disclosure.** Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Licensor's prior written consent. Customer agrees to exercise due care in protecting the Confidential Information from unauthorized use or disclosure. However, Customer does not bear responsibility for safeguarding information that is publicly available, already in their possession and not subject to a confidentiality obligation, obtained by the other party from third parties without restrictions on disclosure, independently developed by themselves without reference to Confidential Information, or to the extent required to be disclosed by order of a court or other governmental entity.

9.2. **Remedy.** In the event of actual or threatened breach of the provisions of Section 9.1 or 10.3 by one party, the other party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages. Exercise of the right to obtain injunctive and other equitable relief will not limit any rights to seek further remedies.

## **10. Term and Termination.**

10.1. **Term.** This Agreement shall commence on the Effective Date and continue for the period described on Exhibit A or A1 (the "Term").

10.2. **Termination by Licensor.** Licensor may, by written notice to Customer, terminate this Agreement if any of the following events ("Termination Events") occur:

10.2.1. Customer fails to pay any amount due Licensor within ten (10) calendar days after Licensor gives Customer written notice of such nonpayment;

10.2.2. Customer is in material breach of any non-monetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) calendar days after Licensor gives Customer written notice of such breach;

10.2.3. Customer (a) terminates or suspends its business or (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or

10.3. **Effect of Termination.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Within thirty (30) calendar days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return the Software, if applicable, and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form, and shall furnish

Licensor with a certificate signed by an executive officer of Customer verifying that the same has been done. Within thirty (30) business days after any termination or expiration of this Agreement, Licensor shall deliver a complete copy of all of Customer's data which is stored on any of Licensor's systems. Such data shall be in .csv format.

10.4. **Survival.** The following provisions shall survive termination of this Agreement: Sections 1, 3, 5, 7, 8, 9, 10.3, 10.4, and 11.

## 11. Miscellaneous.

11.1. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, without the express prior written consent of Licensor. Notwithstanding the foregoing, either party may assign this Agreement and all its rights and obligations under this Agreement in the event of a sale of such party, whether by sale of all or substantially all of such party's assets or by merger, consolidation or the like, or a change in control of such party. This Agreement will be binding upon and inure to the benefit of each of the parties hereto, their respective legal successors and permitted assigns. Any assignment in violation of the foregoing shall be void.

11.2. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by fax to the recipient's fax number set forth below its signature hereto, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth below the recipient's signature hereto. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, upon confirmation of fax transmission or one (1) business day after delivery to an overnight air courier service.

11.3. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions. A party's inability to meet its financial obligations shall not constitute a force majeure event.

11.4. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

11.5. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.6. **Integration.** This Agreement (including all the Exhibits attached hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties and specifically referencing the modified provisions of this Agreement.

11.7. **Superseding Terms.** No terms, provisions or conditions of any current or future purchase order, sales order, acknowledgment or other business form that the parties may use in connection with the current or future orders to license the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Licensor to object to such terms, provisions or conditions.

11.8. **Export.** Customer may not export or re-export the Software without the prior written consent of Licensor and without the appropriate United States and foreign government licenses.

11.9. **U.S. Government Restricted Rights.** Software and accompanying Documentation have been developed entirely at private expense. They are delivered and licensed as "commercial computer software" as defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.211-7015 (May 1991) or DFARS 252.227-7014 (Jun 1995), as a "commercial item" as defined in FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause), whichever is applicable. Customer has only those rights provided for Software and any accompanying documentation by the applicable FAR or DFARS clause.

11.10. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

11.11. **Attorneys Fees.** In any dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11.12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile, and faxed signatures shall be deemed originals.

11.13. **Participating Public Agencies.** The California Statewide Communities Development Authority has designated the U.S. Communities Purchasing & Finance Agency ("U.S. Communities") as the agency to provide administrative services related to purchases by other governmental agencies ("Participating Public Agencies") under this Agreement. Upon the Licensor entering into the requisite U.S. Communities Administration Agreement, Participating Public Agencies may acquire for their own use licenses listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement or lower. The grant by the Licensor of licenses to Participating Public Agencies shall be evidenced through the execution by the licensor and each Participating Public Agency of a Supplemental Software, Fees, Users, Term Sheet in the form of Exhibit A1. In no event shall the California Statewide Communities Development Authority be considered a dealer, remarketer, agent, or representative of the Licensor. The California Statewide Communities Development Authority shall not be held liable for any costs, damages, etc. incurred by any Participating Public Agency.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Agreement.

Licensors

By: 

Title: COO

Date: 6/27/2007

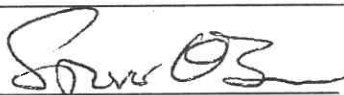
Address: 2033 N. MAIN ST.

# 700

WALNUT CREEK, CA 94596

Fax: 6/27/2007

Customer

By: 

Title: Commissioner

Date: 6/27/07

Address: 1100 K St. Suite 101

Sacramento, CA 95814

Fax: (916) 441-5507



**U.S.  
COMMUNITIES**

*Government Purchasers Saving You Money*

**Founding Co-Sponsors**



**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

**RECITALS**

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

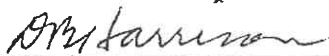
1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



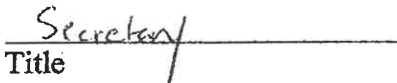
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
CERTIFICATE**

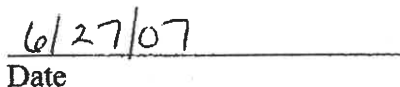
I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
Authorized Signature, California Statewide  
Communities Development Authority

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**EXHIBIT A**  
**SOFTWARE, FEES, USERS, TERM SHEET FOR**  
**THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**Note:** This exhibit shall be superseded in its entirety by Exhibit A1 for use of the Agreement by any entity other than the California Statewide Communities Development Authority

**Software Description:**

The Software is the Licensor's web-based housing compliance software. Users of the Software can access the Housing Compliance software from a standard web browser.

- Software description:
  - The Software will enable the monitoring of the compliance of affordable housing properties with various government regulations. The functionality of the Software will be accessed via password access at the [www.housingcompliance.org](http://www.housingcompliance.org) website.
- Customer hardware requirements (Customer is solely responsible for providing or acquiring this hardware and expressly acknowledges that Licensor is not responsible for providing this hardware):
  - Any computer that supports the Software, such as Pentium-based or equivalent computers running Windows XP, Windows NT, Windows 2000, or Apple Macintosh.
- Customer software requirements (Customer is solely responsible for acquiring separate licenses for these components, and expressly acknowledges that Licensor is not responsible for providing this software):
  - Licensor supports the following client browsers: Netscape Navigator, versions 7.0 or higher, Microsoft Internet Explorer, versions 6.0 or higher, Mozilla Firefox version 2.0 or higher
  - Other client browser software programs may work successfully, but are not directly supported by Licensor.
  - Software requires the following additional software: MS Word, versions 2003 or higher, Excel versions 2003 or higher, and Adobe Acrobat Reader, versions 5.0 or higher.

Licensor may alter the software from time-to-time as ongoing fixes and improvements are made. As such the screen view may change. Best efforts will be made to communicate such changes to Users in advance.

Licensor may alter the list of required hardware and supporting software from time-to-time, but will attempt to retain compatibility with Customer's existing hardware and supporting software.

Licensor is not responsible for the cost, installation, maintenance or support of any third-party software, hardware, or functionality developed as custom modifications to the Software.

Hosting of all Software will be provided by Licensor; Customer is responsible for providing its own Internet connection to Use the Software.

**License Fees** – Such fees shall be as stated in the Third Amendment to Amended and Restated Agreement for Services.

**Minimum Number of Licensed Users** – Customer shall at all times have at least 1 licensed named User(s). Customer may at any time during this Agreement and without the assistance of Licensor add additional licensed Users simply by creating new Users within the Software. Likewise, Customer may also reduce the number of licensed Users down to the Minimum Number of licensed Users by deactivating Users within the Software.

**Term of Agreement** – The initial term of this Agreement is one year. Thereafter, this Agreement shall automatically renew for successive one-year periods unless Customer provides Licensor written notice of termination at least five (5) calendar days prior to the renewal date. Licensor reserves the right to alter its fees in conjunction with an annual renewal of this Agreement provided that such alteration occurs at least ten (10) calendar days prior to the renewal date.

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**EXHIBIT A1**

**SUPPLEMENTAL SOFTWARE, FEES, USERS, TERM SHEET FOR  
PARTICIPATING PUBLIC AGENCIES**

**WHEREAS**, the California Statewide Communities Development Authority (the "Customer") under an arrangement with the U.S. Communities Purchasing & Finance Agency have entered into a Software License & Hosting Agreement ("Agreement") with Compliance Services, LLC ("Licensor") dated 6/27/07; and

**WHEREAS**, the Customer and the Licensor wish to permit Participating Public Agencies, as described in Section 11.13 of the Agreement, to acquire licenses for their own use per the terms and conditions of the Agreement; and

**WHEREAS**, the Licensor has entered into the U.S. Communities Administration Agreement, as stipulated by Section 11.13 of the Agreement; and

**WHEREAS**, the Participating Public Agency known herein as **Contra Costa County** (the "Participating Public Agency") has executed the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement via electronic registration at [www.uscommunities.org](http://www.uscommunities.org);

**NOW THEREFORE SHALL IT BE KNOWN** that by execution of this Exhibit A1 to the Agreement that the Participating Public Agency shall be granted a limited, nonexclusive, non-sublicenseable, revocable and nontransferable license per the terms and conditions of the Agreement, as amended by the provisions of this Exhibit A1.

**Software Description:**

The Software is the Licensor's web-based housing compliance software. Users of the Software can access the Housing Compliance software from a standard web browser.

- Software description:
  - The Software will enable the compliance monitoring of affordable housing properties with various government regulations. The functionality of the Software will be accessed via password at the [www.housingcompliance.org](http://www.housingcompliance.org) website.
- Participating Public Agency hardware requirements (Participating Public Agency is solely responsible for providing or acquiring this hardware and expressly acknowledges that Licensor is not responsible for providing this hardware):
  - Any computer that supports the Software, such as Pentium-based or equivalent computers running Windows XP, Windows NT, Windows 2000, or Apple Macintosh.
- Participating Public Agency software requirements (Participating Public Agency is solely responsible for acquiring separate licenses for these components, and expressly acknowledges that Licensor is not responsible for providing this software):
  - Licensor supports the following client browsers: Netscape Navigator, versions 7.0 or higher, Microsoft Internet Explorer, versions 6.0 or higher, Mozilla Firefox version 2.0 or higher
  - Other client browser software programs may work successfully, but are not directly supported by Licensor.
  - Software requires the following additional software: MS Word, versions 2003 or higher, Excel versions 2003 or higher, and Adobe Acrobat Reader, versions 5.0 or higher.

Licensor may alter the software from time-to-time as ongoing fixes and improvements are made. As such the screen view may change. Best efforts will be made to communicate such changes to Users in advance.

Licensor may alter the list of required hardware and supporting software from time-to-time, but will attempt to retain compatibility with Participating Public Agency's existing hardware and supporting software.

Licensors are not responsible for the cost, installation, maintenance or support of any third-party software, hardware, or functionality developed as custom modifications to the Software.

Hosting of all Software will be provided by Licensor; Participating Public Agency is responsible for providing its own Internet connection to Use the Software.

**Annual License Fees** – \$1,000 per property for initial 64 properties (see Exhibit C) Additional properties can be added to this agreement for .50 cents per unit per month (\$6.00 per unit per year). For example, the incremental license fee for the Transit Village Project of 424 units is \$2,544 per year. Additional properties may be added at any time. License fees to be paid on total units in the property. Additional fees will be applicable as identified in Exhibit B of the Agreement.

**Adding Properties** – Additional properties will be added to the database within 7 working days of receipt of all recorded agreements governing affordability restrictions on the property and the “New Property” excel worksheet.

**License Fee Adjustments** – License fee pricing will remain in effect for the first twelve (12) months of the Contract. An initial price adjustment can be requested after the first twelve (12) month period of the contract. Subsequent requests can be submitted on an annual basis. Request for price adjustments must be supported by appropriate written documentation such as the Consumer Price Index. If the Participating Public Agency approves the adjusted price terms, Participating Public Agency shall issue written approval of the change and the effective date of the new pricing. Price increase shall not exceed five (5%) over one (1) calendar year period. Price adjustments will not be retroactive. Price adjustments are effective immediately.

**One Time Set-Up Fee** – Set up costs to be priced at \$175 per hour to load database. Up to two users (2) will be allowed per property. Additional users can be added for \$500 annually per user. Costs shall not exceed those listed in “One Time Fees” as listed in Exhibit B.

**Custom Coding Fee** – to be priced based on the scope of work and customization needed at \$175 per hour. Costs shall not exceed those listed in “One Time Fees” as listed in Exhibit B.

**Authorized Representative** – The County shall designate a representative who will be Licensor’s primary contact person for this project. The Authorized Representative is to be identified in Exhibit D.

**Minimum Number of Licensed Users** – Participating Public Agency shall at all times have at least 1 licensed named User(s). Participating Public Agency may at any time during this Agreement and without the assistance of Licensor add additional licensed Users simply by creating new Users within the Software. Likewise, Participating Public Agency may also reduce the number of licensed Users down to the Minimum Number of licensed Users by deactivating Users within the Software.

**Billing and Payment Terms** – The annual license fees, plus any additional fees specified above, will be billed upon signature of this Exhibit A1. Thereafter, Participating Public Agency shall be billed annually in advance. Increases and decreases in the number of Users and the number of units shall be prorated to the month added/deactivated and billed in the following month. Payment terms are net thirty (30) calendar days from date of invoice.

For one-time fees, a deposit of 50% is due prior to commencement of the work. The final balance is due after a 30 day trial period by the County. Licensor will notify the County the start and finish date of the 30 day trial period.

**Modification** – The Agreement may only be modified by written amendment authorized by the Participating Public Agency Board of Supervisors and executed by the Participating Public Agency and Licensor.

**Term of Agreement** – The initial term of this Agreement is five years. Thereafter, this Agreement shall automatically renew for successive one-year periods unless Participating Public Agency provides Licensor written notice of termination at least five (5) calendar days prior to the renewal date. Licensor reserves the right to alter its fees in conjunction this Agreement provided that such alteration occurs at least ten (10) calendar days prior to the renewal date.

The Agreement shall remain in effect until termination by a party giving 30 days written notice to Compliance Services LLC at 2033 N. Main Street, Suite 700, Walnut Creek CA 94549.



U.S. COMMUNITIES

Compliance Services

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Exhibit A1 to the Agreement.

Licensors:

Compliance Services, LLC

By: romattenni

Title: Compliance Director

Date: 4-21-08

Address: 2033 N. Main St. Suite 700  
WalnutCreek, CA 94596

\_\_\_\_\_

\_\_\_\_\_

Fax: (925) 933-8457

Participating Public Agency

By: [Signature]

Title: Deputy Director Redevelopment

Date: \_\_\_\_\_

Address: 2536 Arnold Dr. Ste 190  
Martinez CA 94553

Fax: (925) 335-7501

**EXHIBIT B**  
**SERVICES AGREEMENT**

Subject to Customer's timely and full payment to Licensor of the fees set forth below, Licensor will perform the services outlined below as have been agreed upon by both Customer and Licensor. As stated in Section 6 of the Agreement, any modifications will be discussed and agreed upon by both parties. For any modifications that exceed the scope of the services outlined below, an estimate will be prepared by Licensor.

**Services**

- **Web-based Compliance Reporting System:**
  - Set-up Fee (one time):
    - Load property and related regulatory agreements and compliance requirements into the database. Recorded regulatory agreements will be scanned into the system. Up to six additional .pdf files will be loaded into the database for each property. Customer must provide the files in .pdf format.
- **Software License**— a license will be granted for up to 3 users per property. Additional users can be added for \$500 per user. Online reporting and tracking system will be used to provide reporting capabilities to properties. Customer will have remote internet access to the compliance reporting system via user accounts. User training will be provided via web based conference call. A detailed User Guide will also be provided. Software is web-based and is accessible by Customer 24 hours a day, 7 days a week (with the exception of scheduled maintenance).
- **Custom Coding** – HCD rents and other applicable income limits and other custom coding as desired by client will be performed at a rate of \$175 per hour. This is a one time fee to cover the custom coding.

Customer agrees to pay the fees set forth below in connection with the services outlined in Exhibit B of the Agreement. Any changes to the project which significantly impacts the amount of work will be considered outside the scope of this schedule, as per Section 6 of the Agreement.

Work Item	One time	Recurring
<b>One Time Fees</b>		
Set-up Fees for 65 Properties	\$ 87,000	
<b>Recurring Fees</b>		
Software License for 65 Properties		\$ 66,544
<b>Total</b>	<b>\$ 87,000</b>	<b>\$ 66,544</b>

**Assumptions**

Customer must provide a recorded copy of the Regulatory Agreements for all funding agencies and properties. Work will not begin until copies of all recorded Regulatory Agreements are received. Additionally, the exact report format required for all reports to the public agency will be provided by the Customer.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Exhibit B to the Agreement.

**Licensor:**  
**Compliance Services, LLC**

By: Romattemi

Title: Compliance Director

Date: 4-21-08

Address:  
U.S. Communities Compliance Services  
2033 N. Main St, Suite 700  
Walnut Creek, CA 94596

Fax: (925) 933-8457

**Participating Public Agency**

By: Jamie Kurned  
Title: Safety Director Redevelopment

Date: \_\_\_\_\_  
Address: 2530 Arnold Dr. Ste 190  
Martinez CA 94553

Fax: (925) 335-7201



**Exhibit C**

1. Acalanes Court  
1988 Trinity Avenue  
Walnut Creek, CA 94596
2. Alvarez Court  
760 Alvarez Court  
Pinole, CA
3. Antioch Hillcrest Terrace  
3420 Deer Valley Road  
Antioch, Ca 94509
4. Aspen Court  
121 Aspen Drive  
Pacheco, Ca 94553
5. Bella Monte Townhomes  
2420 Willow Pass Road  
Bay Point, CA 94565
6. Bollinger Crest Apartments  
4000 Bollinger Crest  
San Ramon CA 94583
7. Byron Park  
1700 Tice Valley Boulevard  
Walnut Creek CA 94595
8. Caldera Place  
2401 Bonifacio Place  
Concord, Ca 94520
9. Camara Circle  
2554 A Camara Circle  
Concord, Ca 94520
10. Canyon Oaks at Windemere  
1 Amberstone Lane  
San Ramon CA 94583
11. Carquinez Vista Manor (Crockett  
Senior)  
1212 Wanda Street  
Crockett, Ca 94525
12. Chesley Apartments  
802 Chesley Avenue  
Richmond CA 94801

13. Church Lane/Rubicon  
2555 Church Lane  
San Pablo, Ca 94806
14. Coggins Square Apartments  
1316 Las Juntas  
Walnut Creek, Ca 94597
15. Columbia Park Manor  
1780 Chester Drive  
Pittsburg, Ca 94565
16. Community Heritage  
North Richmond Senior Housing  
1555 Third Street  
North Richmond, Ca 94801
17. Cornerstone Apartments  
2200 Brookcliff Circle  
San Ramon CA 94583
18. Courtyards @ Cypress Grove  
2010 Rubens Way  
Oakley, CA 94561
19. Creekview Apartments/Muirlands  
1108 Crestfield Drive  
San Ramon CA94582
20. Crescent Park Apartments  
5000 Hartnett Avenue  
Richmond CA 94804
21. Cypress Meadows  
3950 Lone Tree Way  
Antioch CA 94509
22. Del Norte Place  
11720 San Pablo Avenue  
El Cerrito CA 94509
23. Delta View Apartments  
3915 Delta Fair Boulevard  
Antioch CA 94509
24. El Cerrito Royale  
6510 Gladys Street  
El Cerrito CA 94530
25. Elaine Null Apts/Alves Lane  
300 Water Street  
Bay Point, Ca 94565

26. Falcon Bridge  
500 Copperset Road  
San Ramon CA 94583
27. Gateway Apartments  
Pittsburg CA 94565
28. Giant Road  
Giant Road  
San Pablo
29. Golden Oak Manor/EAH  
5000 Kelsey Lane  
Oakley, Ca 94561
30. Heritage Park & Hilltop  
3811 Lakeside Drive  
Richmond CA 94806
31. Hidden Cove Apartments  
2901 Mary Ann Lane  
Bay Point CA 94565
32. Hilltop Commons Apartments  
15690 Crestwood Drive  
San Pablo CA 94806
33. Lafayette Town Center  
3594 Mt. Diablo Boulevard  
Lafayette CA 94549
34. Lakeshore Apartments  
600 Wilbur Avenue  
Antioch CA 94509
35. Lakeside Apartments  
1897 Oakmead Drive  
Concord CA 94520
36. Liberty Village Apartments  
298 W. Chanslor  
Richmond CA 94801
37. Marina Heights  
2 Marina Boulevard  
Pittsburg CA 94565
38. Mill Creek at Windemere  
2100 Waterstone Place  
San Ramon CA 94583
39. Mission Bay Apartments  
1056 Weldon Lane  
Bay Point CA 94565

40. Park Regency Apartments  
3128 Oak Road  
Walnut Creek CA 94597
41. Pinecrest Apartments  
1945 Cavallo Road  
Antioch, Ca 94509
42. Pinole Grove  
800 John Street  
Pinole, CA 94564
43. Presidio Village  
200 Presidio Lane  
Pittsburg, CA 94565
44. Riley Court  
2050-2061 Riley Court  
Concord
45. Rivershore Apartments  
1123 Shoreview Court  
Bay Point CA 94565
46. RiverStone Apartments  
2200 Sycamore Drive  
Antioch CA 94509
47. Rodeo Gateway Senior  
710 Willow  
Rodeo, Ca 94572
48. Rumrill Place/LFCD and OCHI  
1883 Rumrill Rd  
San Pablo, Ca 94806
49. Runaway Bay  
2201 San Jose Drive  
Antioch CA 94509
50. The Seasons Apartment Homes  
125 Cedar Pointe Loop  
San Ramon CA 94583
51. Sierra Gardens  
175 Sierra Road  
Walnut Creek, Ca 94596
52. Silver Oak Apartments/Oakley Main St.  
4991 Gardenia Ave.  
Oakley, Ca 94561

53. Sycamore Place  
1100 Sycamore Court  
Brentwood, Ca 94513
  
54. Sycamore Place II  
161 Sycamore Ave  
Brentwood CA 94513
  
55. Sycamore Place  
35 Laurel Drive  
Danville, Ca 94526
  
56. Terrace Glen Apartments/RCD  
107 West 20th St.  
Antioch, Ca 94509
  
57. The Landings  
935 East St.,  
Pittsburg, Ca 94565
  
58. Tice Oaks  
2150 Tice Valley Blvd  
Walnut Creek, Ca 94595
  
59. Victoria Green  
163 Paradise  
Hercules, Ca
  
60. Villas @ Monterosso  
1000 Casablanca Terrace  
Danville CA 94506
  
61. Virginia Lane  
(Maplewood/Golden Glen/Eden)  
1121-1140 Virginia Lane  
Concord
  
62. West Rivertown  
811 West 4th Street  
Antioch, Ca 94509
  
63. Willowbrook Apartments  
110 Bailey Road  
Bay Point CA 94565
  
64. 63 Unit Property (TBD)

Compliance Services – Project Changes  
4/14/08

Delete:

- 7. Byron Park – 187 units
- 11. Carquinez Vista – 36 units
- 53. Sycamore Place – 41 units
- 54. Sycamore Place II – 39 units
- 57. The Landings – 8 units
- 64. TBD – 63 units

Total units - 374

Add:

Brentwood Senior Commons – 80 units  
Brentwood, CA

Casa Adobe – 54 units  
San Pablo, CA

Grayson Creek – 70 units  
Pleasant Hill, CA

Hookston Manor – 100 units  
Pleasant Hill, CA

Rivertown Place – 40 units  
Antioch, CA

Samara Terrace – 52 units  
Hercules, CA

Villa Vasconcellos – 70 units  
Walnut Creek, CA

Total units - 466

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**EXHIBIT D**

CONTRA COSTA COUNTY CONTACTS FOR COMPLIANCE SERVICES

**Primary Contact**

Name: Jim Kennedy

Title: Deputy Director - Redevelopment

Mailing Address: 2530 Arnold Drive Suit 190 Martinez, CA 94553

Delivery Address (if different):

E-mail: [jkenn@cd.cccounty.us](mailto:jkenn@cd.cccounty.us)

Telephone: (925) 335-7225

Fax: (925) 335-7201

**Secondary Contact**

Name: Kara Doublas

Title: Housing Program Manager

Mailing Address: 2530 Arnold Drive Suite 190 Martinez, CA 94553

Delivery Address (if different):

E-mail: [kdoug@cd.cccounty.us](mailto:kdoug@cd.cccounty.us)

Telephone: (925) 335-7223

Fax: (925) 335-7201

**[Add additional contacts as needed]**