

CASE™ Probation Case Management System License and Support Agreement

The COUNTY (Solano County) will license the ISD Probation Case Management System (CASE) and engage the services of ISD for the purpose of providing CASE, consulting, technical and programming services consisting of application software fixes and application software modifications of the COUNTY's data processing system, executing on a mutually agreed upon hardware platform dedicated to the COUNTY

PART I – LICENSE and DEFINITIONS

1. PART I, Section 1 – Grant of LICENSE

- 1.1 ISD, or its third-party licensor(s), hereby grants to COUNTY, and COUNTY hereby accepts from ISD, or its third-party licensor(s), subject to the terms and conditions of this Agreement, a personal, nontransferable, nonexclusive license (the "License") (i) to use copies of each Program, in object code in executable form only, solely at the location specified herein or any supplements hereto with respect to such Program (the "Designated Location") for COUNTY's data processing needs and (ii) to use copies of the Documentation solely for use in connection with the use of the Programs authorized hereunder. The Designated Location shall be servers located in COUNTY. Additional locations shall require additional licenses and license fees. The License includes the right to copy the Software as reasonably required by COUNTY solely for its own internal data processing needs at the Designated Location and for archival, back-up and disaster recovery purposes.
- 1.2 COUNTY agrees that it is an end user ("End User"), in that it is using the Software solely for its own purposes, and that the License does not include any right to use or authorize the use of the Software for any purpose other than to fulfill the data processing needs of COUNTY. COUNTY acknowledges and agrees that it has no right whatsoever to license the use, reproduction or distribution of the Software by any person, firm or entity and COUNTY has no right to use any of the Software to provide data processing services to any third party on a service bureau or time-sharing basis or otherwise.
- 1.3 ISD shall not provide COUNTY with a copy of, and COUNTY acquires no right of any kind with respect to, any source code for any of the Programs. COUNTY agrees not to, and shall insure that its employees, contractors, or agents do not, create or attempt to create, by de-compiling, disassembling, reverse engineering or otherwise, the source code for any of the Programs. COUNTY acknowledges and agrees that it has no right whatsoever to modify the Software or any portion thereof in any manner.
- 1.4 COUNTY acknowledges and agrees that any third-party licensor shall be a third-party beneficiary of all of the provisions of this License and shall be entitled to enforce such terms.

2. PART I, Section 2 - DEFINITIONS

- 2.1 For purposes of this Agreement the standard definitions of the computer industry established by trade usage or custom, to the extent such standard definitions do not contradict the specific definitions provided herein, shall be applicable:

CASE™ Probation Case Management System.

The terms "CASE" and "CASE Probation Case Management System" shall mean software for use by the COUNTY provided by ISD.

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Oracle Database Management Software.

The term "Oracle Database Management Software" shall mean the general-purpose software provided by Oracle such as the database management system and data access programs.

System Software

The term "System Software" shall mean the general-purpose software provided by vendors other than ISD such as the operating system, the database management system, layered products, sort/merge programs, word processors, electronic spreadsheets, and compiler languages.

As of the effective date of this Agreement, ISD supports the CASE system on specific Windows-based servers. There is no guarantee ISD will continue to support such platforms in the future and ISD expressly reserves the right to change its support of various platforms with no liability to the COUNTY upon at least six (6) months notice. License upgrade fees and time and materials charges may apply and will be determined on a case-by-case basis.

Software Application

In the context of this agreement, CASE and its component modules, such as; Adult, Juvenile, and Institutions Management etc., are defined as software applications.

Software Application Fix

A software application fix shall be defined as the specific correction of an inability of the CASE software to perform a particular function as indicated in the related documentation.

Software Application Modification

A software application modification shall be defined as a change to the CASE software that changes, enhances or upgrades its function from what is documented.

Release

Releases are defined as software application fixes or modifications that are released concurrent with a release notice to the COUNTY detailing the specific changes to the software and its functionality.

Version

Versions are defined as software application upgrades (either included under maintenance or requiring an upgrade fee). A version number such as 1.0 or 2.0 further identifies versions. New versions are typically scheduled for release twice each year. A new version is always accompanied by a release notification that includes all release notices affecting the new version. In other words, all releases that have occurred since the prior version release.

Module

Modules are defined as case types (such as Adult or Juvenile) or optional functionality within a software application.

All modules included in this proposal are ADULT and JUVENILE "Contracted Applications and/or Modules."

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Calls

Calls are defined as any contact between the COUNTY and ISD's Help Desk regardless of whether contact is by telephone, fax or e-mail. Calls are classified by the Help Desk with regard to their severity with the most critical calls being classified as Level 1 and less critical calls being classified as Level 2 or Level 3. Please refer to **PART II, Section 2 – Support Call Handling** for an explanation of the call categories.

Basic Maintenance

Basic Maintenance is defined as a limited, entry-level, support offering for the CASE application that provides support for critical (level one) calls plus one maintenance release of the CASE application annually.

Extended Maintenance

Extended Maintenance is defined as a limited support offering for the CASE application that provides that features of Basic Maintenance supplemented by a pre-defined number of pre-paid additional hours of support for calls related to less critical items (Level 2 and Level 3).

Standard Maintenance

Standard Maintenance is defined as a support program for the CASE application that provides support for call related to both critical and non-critical issues (Levels 1, 2, and 3). Under the standard maintenance program, clients receive up to two maintenance releases of the CASE application annually.

3. PART I, Section 3 - TERMINATION OF LICENSE AND TERMINATION OF MAINTENANCE AND SUPPORT AGREEMENT

- 3.1 The COUNTY has paid a one-time initial licensing fee and shall have a License to continue using the version of the CASE Software in use as of the date of termination, however, ISD shall have no obligation to provide the COUNTY with any updates, releases or support with respect to same, and ISD shall have no continuing liability to COUNTY whatsoever following such termination.
- 3.2 Any breach of the License Terms in Sections 1.1 or 1.2 shall result in a termination of COUNTY's continued rights under the agreement.
- 3.3 The COUNTY may terminate the maintenance and support services contracted for herein in any fiscal quarter prior to services being delivered by ISD. Notice of COUNTY's intent to terminate shall be provided as described herein at least sixty working days prior to the beginning of a quarter.

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PART II – OBLIGATIONS OF ISD – SYSTEM SUPPORT

4. PART II, Section 1 – ISD Support

The following duties and responsibilities will be the obligations ISD for system support:

4.1 Production Support

Following the successful completion of acceptance testing, acceptance of the system by the COUNTY, and any warranty period following production deployment, ISD will provide maintenance and support activities for the system as described in this document.

4.2 Federal and State Mandated Changes

ISD shall annually create a pool of hours per State to handle mandated changes by the Federal Government or States in which CASE has been implemented and place this pool under the control of the CASE User Group. This pool of hours shall be formed based on 2.5% of the fees paid under Standard Maintenance Contracts and ISD's then prevailing standard hourly labor rate. If the pool of hours is insufficient to accommodate the mandated change, ISD shall convene the State of California CASE User Group in emergency session to discuss the mandated change. The State of California CASE User Group will make recommendations to ISD on how to proceed, to include a cost-sharing agreement among the users requiring the modification. The timeframe for implementation and any cost to COUNTY(s) associated therewith will be determined in advance and prior to the COUNTY(s) budgeting cycle and approval process i.e., prior to the close of the fiscal year in June. ISD will provide State mandated changes within a reasonable timeframe after notification by the COUNTY, provided that the CASE Software can be modified to conform to such changes in a commercially reasonable manner and the COUNTY agrees to any associated costs. The actual mandates implemented, the timeframe for implementation, and any cost to COUNTY associated therewith will be determined in advance for approval by COUNTY. Should there be insufficient hours in the pool of hours per state to accommodate the mandated changes, ISD and the counties in that state will mutually determine a course of action.

4.3 Application Software Modifications - Price Quotes for Modifications

ISD will provide the COUNTY with a preliminary estimate for any software application modification requests that are not considered by ISD to be:

- An application software fix
- Part of ISD's internal development

The County can authorize ISD to proceed with modification on a time and materials basis or request that ISD prepare a formal fixed-price quotation. The COUNTY will notify ISD to develop the modification if the COUNTY desires to proceed with the modification as quoted. Any modifications performed in this manner will become part of CASE and will be maintained as part of the CASE product, with appropriate adjustments made to the ongoing support and maintenance fees payable by COUNTY to cover the additional software being maintained.

4.4 Scheduling Implementations

ISD will implement all application software fixes, modifications, new releases and new versions during hours to be mutually agreed upon that will not interfere with regular COUNTY operations or require COUNTY staff overtime expense unless directed to do so by the COUNTY. This includes

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performing any database configuration modifications necessary to accommodate any of the above changes.

4.5 Help Desk Support

Help Desk support is defined as follows: An ISD Help Desk associate is available to take client calls and to determine (with the client's help) the Production Support Category. During other than normal ISD business hours, ISD Help Desk personnel are available to respond to emergency calls (emergency calls are defined as Level 1 Errors).

5. PART II, Section 2 – Support Call Handling

5.1 Support Call Handling

This section describes how client support contacts are handled from origination point to completion. Contact topics range from new enhancement requests, questions on how the application works, to problems with its operation.

Normally clients contact the ISD Help Desk using one of the following methods:

- ISD's Voice Mail System.
- Fax.
- E-mail.
- Direct phone contact with the Help Desk.

5.2 Initial Client Contact

During normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, excluding holidays, an ISD Help Desk associate is available to take client calls and to determine the Production Support Category. ISD will normally create a Trouble Call within two (2) hours of receiving a call from COUNTY during normal business hours.

During non-business hours, ISD shall provide "24x7" "on-call" level 1 Call Category support, Monday through Sunday, including holidays, Upon notification of a level 1 Call Category outage, ISD will respond within one (1) hour of receiving a page to confirm that the outage is a level 1 Call Category problem requiring an immediate response by ISD 90% of the time, but in no instances shall this time exceed two hours. ISD will create a Trouble Call and commence work on the problem within two (2) hours of receiving the initial County call.

Production Support Categories include:

1) Incorrect System Use: Help Desk personnel instruct the client as to correct procedures. They provide references and resources as appropriate.

2) Data Problems: These issues may require ISD to intervene and correct data as requested by COUNTY personnel.

Note: Excessive calls relating to user errors or significant investigation time by ISD that is a result of user error or non-ISD software/hardware will be billable to COUNTY on a time and materials basis. Whenever feasible, ISD will notify COUNTY in advance that such a condition exists before billing COUNTY for excessive time or investigations.

3) Technical Issues: ISD works with the COUNTY to resolve any hardware problems resulting

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from the ISD product implementation during initial implementation of the CASE program. Once the implementation configuration is stable, the COUNTY supports changes and on-going production. ISD is not responsible for technical issues which do not arise as a direct result of ISD product implementation. However, ISD will assist the COUNTY with hardware, network or non-ISD related software issues on a time and materials basis, unless the problem ends up being the fault of ISD's program, in which case there will be no charge.

4) System Issues: CASE System issues require ISD Development involvement. Resolution could entail programming a system correction or enhancement. A COUNTY request for system modification may need to be logged and a cost estimate will be prepared by ISD Development for COUNTY approval.

5) On-site Assistance and Service by ISD: If resolution requires on-site assistance, time and materials may be billed to the COUNTY. Determination is made on a case-by-case situation and depends on the cause of the problem or the type of correction required.

NOTE: When it is determined that system development (a software application fix or modification) is required; ISD integrates the issue into their overall project process.

5.3 Client Contact Tracking

The help desk technician opens a new contact entry in the Tracking System with the following information:

- Customer
- Site
- System
- Urgency
- Problem – In order to accurately define the problem, COUNTY needs to provide:
 - Screens / Reports involved
 - If reports (or calendars) ISD needs the parameters the client entered in order to generate the report
 - Cases (if applicable)
 - Diag (if applicable)
 - Step-by-step detail (if available) on how the problem was generated

5.4 Call Categories

Calls are be classified and supported by the Help Desk according to their severity. Call Categories are:

1) Level One (High), An Error, for which there is no means of Circumvention, causing (i) unrecoverable "crashes" of the Licensed Software, (ii) ongoing unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality that prevents Probation processing for which there is no means of Circumvention. (A Service Level 1 Error is sometimes referred to as "**Critical**".) example: The CASE System application has crashed completely and no one is able to log into the system

2) Level Two (Medium), An Error causing (i) ongoing recoverable loss or corruption of data for which there is no means of Circumvention, (ii) loss of essential Licensed Software functionality that prevents Probation processing that can be Circumvented, or (iii) loss of non-essential Licensed

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Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as "**Urgent.**") example: A feature has stopped working but users can still perform these functions using other components of the system.

3) Level Three (Low), An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "**Minor.**") example: CASE users cannot tab from one text field to the next on a form and must click on the next field instead.

5.5 Urgent Contacts

Problems that bring the system down or that prevent users from being able to access the system are considered urgent. The help desk technician sends an email to the appropriate support team alerting them that an urgent situation needs immediate attention.

5.6 CASE User Group

ISD shall make a good faith effort to establish and assist a CASE User Group comprised representatives from counties with current ISD CASE License and Support Services Agreements. This user group will meet at least annually.

PART III – OBLIGATIONS OF THE COUNTY

The COUNTY shall have the following obligations, duties and responsibilities (all of which shall be performed at the COUNTY's sole expense):

6. PART III, Section 1 - Providing Access

6.1 General Access

COUNTY shall provide ISD, its employees and authorized agents, access to computers and adequate facilities during business hours to enable ISD to perform its obligations hereunder in an effective and professional manner. The COUNTY will provide ISD with access to appropriate Internet access mechanism at processor for problem solving usage within COUNTY defined security restrictions, as stated in Attachment B – Virtual Private Network Policy (VPN). The COUNTY will also ensure that the County IS Department provides to ISD Internet and firewall access in order for ISD to provide its maintenance and support services, pursuant to Attachment B. Specific access is determined in project requirements definition and agreed upon by both ISD and the COUNTY.

6.2 Facilities

Overseeing the physical communication environment and facilities modifications as required. These responsibilities shall include ordering, installing or requesting the installation of all equipment required for end-to-end data communications hookup and any physical structural modifications necessary to accommodate any new equipment.

7. PART III, Section 2 – Hardware / Software Responsibilities

7.1 Equipment

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Ordering and taking delivery of all equipment (e.g. PC's, CRT's, printers, modems) required for the CASE software. The COUNTY is responsible for providing justification and funding for any equipment. ISD shall not be responsible for any delay or technical problem arising with respect to installation, implementation or operation of the CASE software which arises as a result of the COUNTY's use of any hardware configuration. Any hardware recommendations made by ISD with respect to future functionality of the CASE software are based solely on information and/or growth projections provided by the COUNTY and assume that the CASE software will be running on a dedicated platform. The COUNTY shall be solely responsible for the accuracy of any information or projections provided to ISD.

7.2 Modification Coordination

Coordinate all planned modifications to hardware and/or software with ISD. The COUNTY will establish no more than two (2) appropriate contacts who will be the focal point for all application software fixes, modifications and new versions to the system.

7.3 Daily Back-ups and On-going Training

To prevent loss or damage to data as a result of malfunctions, errors or defects of or in the Software, COUNTY will regularly maintain and verify integrity of back-up copies ("Back-ups") of all data and programs used in connection with the Software. COUNTY is solely responsible for any loss or damage caused by a failure to maintain and verify proper daily and other Back-ups.

7.4 Host Based System and Application Software

The COUNTY shall be responsible for obtaining the design, implementation, support and funding of any software residing on the COUNTY host computer system and its related support systems, e.g. telecommunications networks.

7.5 System Software and Documentation

It is the COUNTY's responsibility, to the best of its ability, to maintain current levels of the system software and documentation. This shall include, but is not limited to, the following activities:

- a. Upon request from ISD, provide documentation of the hardware components running ISD-provided software.
- b. Provide ISD system information as requested by ISD for use in troubleshooting.
- c. Review system software maintenance releases.
- d. Maintain all System Software products at the revision level dictated by the current level of ISD-provided software:
 - o Install new software products to keep machines at the revision level dictated by the current level of ISD-provided software.
 - o Revisions are reviewed in conjunction with the current hardware revision levels. If hardware upgrades are necessary, inform the hardware service organization to get the proper revision level. New revisions should be tested with the applications software to ensure that the applications software is compatible with the new system revision.

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- o Apply System Software patches that affect the operation of the ISD software products. The COUNTY and ISD will agree upon which patches affect the operation of the software
 - o Since the operating software and the ISD software revisions must be coordinated, the COUNTY will not request ISD to port to the latest major revision of operating system software or database software until that revision has been available for at least one year. ISD will not request the COUNTY to install a revision of operating system software or database software until it has been available for at least one year.
 - o ISD will communicate to the COUNTY, in writing, the revisions of the operating system and database software required to support each ISD product. ISD will also communicate to the COUNTY, in writing, a schedule of mandatory operating systems and database software upgrades providing the COUNTY with at least six months notice of a mandatory upgrade.
- e. Update System Software for new hardware components.
 - f. Provide sufficient disk space and communicate the location of that disk space for ISD to install programs, define data storage and maintain the database required to operate the system.
 - g. Submit system software and hardware trouble reports to vendor if requested by ISD.
 - h. Information distribution. The COUNTY agrees to provide advance notice of upcoming changes to system configurations and CASE software requirements. Such changes shall include, but are not limited to hardware relocation, system expansion, etc. Such changes may require support from ISD on a time and materials basis.
- 8. PART III, Section 3 - On-going COUNTY Training**
- 8.1 COUNTY will be responsible for providing on-going training to meet the requirements of staff turnover through the utilization of training materials that will be provided and maintained by ISD, exclusive of on-site procedure manuals or job-aids.
- 9. PART III, Section 4 - Staffing**
- 9.1 The COUNTY will have several individuals specified as first-level contacts. These individuals will be the initial contact for questions from staff regarding CASE operations. The COUNTY shall provide sufficient staff to support set-up, conversion and implementation activities that are mutually agreed to by COUNTY and ISD.
- 10. PART III, Section 5 - Support Calls**
- 10.1 All calls to the ISD Help Desk will be screened, as appropriate, by the COUNTY to ensure, as much as possible, that ISD assistance is necessary before calling. Excessive support calls to ISD that result from user error or calls requiring extensive research by ISD that result from user error, hardware or non-ISD software issues will be billable to COUNTY on a time and materials basis. If ISD receives excessive calls relating to user errors or significant investigation time is anticipated by ISD that may be the result of user error, network, hardware, or non-ISD software issues; ISD shall notify COUNTY that such a condition exists and twenty-four hours after notification will thereafter

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bill COUNTY on a time and material basis if such excessive calls continue or the investigation results in a problem due to other than a system bug.

PART IV – COMPENSATION FOR SERVICES

11. PART IV, Section 1 - Pricing Projects

- 11.1 At the COUNTY's request, projects may be priced pursuant to one of the following methods:
- a. The COUNTY requests that ISD provide a fixed price estimate. Time spent creating the estimate will be billed to the COUNTY whether or not the COUNTY decides to proceed with the project. The COUNTY will pay the fixed price regardless of the actual hours spent (whether they are over or under the estimate).
 - b. The COUNTY requests that ISD provide a price range estimate. Not to exceed the upper limit established by the price range estimate, the County will pay the price reflective of actual costs, including time spent and materials.
- 11.2 If a price range estimate is used, the COUNTY will pay the actual hours to complete the project. ISD will not charge the COUNTY for estimating this price range estimate. The COUNTY may decide to move to a fixed price estimate for a project after receiving a price range estimate.
- 11.3 The COUNTY hereby acknowledges that the fixed price estimate is dependent upon ISD's receipt of accurate information regarding the needs and expectations of the COUNTY with respect to the CASE software. In the event that the actual hours necessary to complete a project exceed the maximum hours in the fixed price estimated due to inaccurate information or representations made by the COUNTY, the COUNTY shall be responsible to pay for such excess hours for the project.

12. PART IV, Section 2 - Fee Increases

- 12.1 For CASE maintenance and support agreements that are annually negotiated between COUNTY and ISD, the fees for the services described herein shall be as mutually determined. For CASE maintenance and support agreements that are in effect over multiple years, the CASE fees set forth herein shall be in effect for at least one full year. Thereafter fee increases may be requested by ISD and shall be granted by the COUNTY upon no less than 90 days notice, however such fee increases are limited to no more than ten percent (10%) over the previous twelve month's change in the CPI for the Los Angeles MSA.

13. PART IV, Section 3 - Effective Date of Service Fees and Invoices

- 13.1 Maintenance and Support payments under this agreement shall be effective July 1, 2011 and terminate on June 30, 2012, unless otherwise extended by the mutual consent of the parties pursuant to above provisions of Part IV, Section 2 – Fee Increases.
- 13.2 Applicable fees are detailed in Attachment A, "Pricing Schedule."

14. PART IV, Section 4 - Payment Upon Termination

- 14.1 Notwithstanding the provisions of PART IV, Section 3, should this Agreement be terminated, all applicable fees established in accordance with Attachment A, "Pricing Schedule" shall be payable prorated through the date of termination. Furthermore, any reimbursable costs or expenses incurred by ISD through the date of termination shall be immediately due and payable. To the

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extent that ISD has ordered hardware or software on behalf of the COUNTY in accordance with this Agreement, ISD shall use its best efforts to cancel such orders following termination, however, the COUNTY shall be solely responsible for the payment of all cancellation fees and shall pay for all product orders which cannot be cancelled. After the date of termination, no further fees shall be due and payable.

15. PART IV, Section 5, Taxes

15.1 The COUNTY is responsible for any and all applicable sales taxes when payment is made.

PART V – OTHER PROVISIONS

16. PART V, Section 1 - Title

16.1 ISD represents and warrants that it has the legal right to license CASE. This agreement provides for the restricted use of CASE software by the COUNTY. If ISD or any successor to or assign of ISD shall 1). cease business, cease doing business as a software supplier, or be declared bankrupt or insolvent by a COUNTY of competent jurisdiction; and 2). cease supporting the CASE software, COUNTY shall have the right to obtain, for its own use, a single copy of the source program version of the object program supplied under this Agreement, together with a copy of the documentation therefore. COUNTY acknowledges that source programs and their associated documentation are extraordinarily valuable and agrees that the source program and its documentation if supplied under this provision shall be subject to the terms of this Agreement. The source code and associated materials will be held in escrow pursuant to an escrow agreement acceptable to both ISD and the COUNTY. Escrow agent is InnovaSafe. This escrow will be established and a copy of the then-current source code will be deposited in such escrow within ninety (90) days of the execution of this agreement by COUNTY. The contents of the escrow shall be updated by ISD on a semi-annual basis with the latest software source code and documentation available. Said materials shall be made available for annual review by the COUNTY or its designee as to existence and completeness. Fees associated with the escrow deposits shall be paid by COUNTY.

17. PART V, Section 2 - Warranty

17.1 So long as COUNTY maintains an in-force, paid-up annual maintenance agreement ("Maintenance Agreement") with ISD, ISD warrants that the program shall perform substantially in accordance with the functional performance specifications contained in the related documentation. ISD shall (i) provide COUNTY with a revised copy of the program reflecting any correction or modification which is incorporated by ISD into its standard version of such program and shall provide COUNTY with any new standard version of the program; (ii) use commercially reasonable efforts to correct any failures of the latest version of the program to perform substantially in accordance with the functional performance specifications contained in the related documentation provided ISD is given written notice by COUNTY of such failures and such failures can be recreated by ISD. **ISD DOES NOT WARRANT THAT THE SOFTWARE WILL MEET COUNTY'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS PROVIDED IN THIS SECTION, ISD DOES NOT MAKE BY VIRTUE OF THIS AGREEMENT, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SOFTWARE OR THE SERVICES OF ISD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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17.2 Any hardware ("Hardware") or third-party software ("Third-Party Software") required or recommended for the use of the Software shall be, upon request of COUNTY, ordered on behalf of COUNTY by ISD and billed separately. ISD, upon payment in full of the purchase price for the Hardware and Third-Party Software will assign to COUNTY the title to the Hardware and license and any manufacturer's warranties for any such Hardware and/or Third-Party Software. **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR ON THE ATTACHED EXHIBIT OR ATTACHMENT, ISD MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WITH RESPECT TO THE HARDWARE OR THIRD -PARTY SOFTWARE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ITS MERCHANTABILITY OR FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE HARDWARE OR THIRD-PARTY SOFTWARE OR CONFORMITY THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO.** ISD is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort), caused directly or indirectly, by the Hardware or Third-Party Software or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto; or any delay in providing or failure to provide any part thereof, or any loss of business, or any damages whatsoever and howsoever caused by the Hardware or Third-Party Software except for any loss or damage caused by the gross negligence or willful misconduct of ISD. In no event is ISD responsible for indirect, consequential, incidental or special damages.

18. PART V, Section 3 - Confidentiality

18.1 Responsibility of ISD

ISD understands the confidential nature of information that will be maintained in the CASE software. ISD will take all reasonable measures within ISD's control to protect this information from unauthorized use. All data contained on or in any CASE database or file is the sole property of the COUNTY.

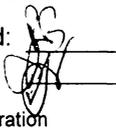
18.2 Responsibility of COUNTY

ISD takes reasonable security measures to protect the secrecy and confidentiality of its products. All employees of ISD and other persons who have designed, developed or programmed or who otherwise have knowledge of or access to ISD systems have been adequately notified that ISD products are proprietary to ISD and are not to be divulged except as authorized by ISD. The COUNTY's obligations regarding confidentiality and discovery are subject to California law and specifically to the California Public Records Act (Government Code, subsection 6250 et seq.), however, notwithstanding the general provisions of the Public Records Act, to the maximum extent allowed by law, the COUNTY shall abide by and utilize those provisions of California Law which allow the COUNTY to maintain the confidentiality of software and/or proprietary information and trade secrets.

The parties hereto agree that the CASE software, and all constituent parts thereof are valuable only as long as they remain secret and confidential. Accordingly, each party agrees to take all steps reasonably necessary to protect the confidentiality of CASE software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In this regard, the COUNTY agrees to do all of the following:

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- a) To the maximum extent reasonably practicable, the COUNTY shall restrict access to the host CPU and CASE software to prevent unauthorized personnel from acquiring significant or confidential information concerning CASE software.
- b) To the maximum extent reasonably practicable, the COUNTY shall give written notice ("notice of confidentiality"), in a form mutually acceptable to ISD and the COUNTY, of the confidential nature of CASE software to those officers, employees, agents, contractors, subcontractors and licensees who have direct or indirect access to CASE software its components and/or derivative parts.
- c) COUNTY shall not duplicate or reproduce, in any manner, CASE software or any component or constituent parts thereof, and agrees not to disseminate, display or use the information or material concerning CASE software, including but not limited to, the CASE software, except as is reasonably necessary for the COUNTY to perform its COUNTY functions and to comply with the terms of this Agreement.
- d) If at anytime, a party to a litigation involving the COUNTY or CASE software, seeks by way of litigation or legal process to discover information in any way related to CASE software, or requires the production of CASE software, or any component or constituent part thereof, the COUNTY shall promptly advise ISD of such matter as soon as the complaint, subpoena or discovery document has been served on the COUNTY, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, COUNTY order or moving papers for the disclosure of information relating to, or the delivery of all or any portion of information relating to, or the delivery of all or any portion of CASE software, the COUNTY shall cooperate with ISD so as to maintain, to the maximum extent permissible, the confidentiality and secrecy of CASE software and to permit ISD to obtain in the name of the COUNTY, if permission to do so is requested by ISD, a protective order of the COUNTY or legal forum to avoid the further disclosure of divulgence of any matters relating to CASE software and to assure the continued protection of the confidentiality thereof.
- e) Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the COUNTY are not parties to this Agreement, the terms and provisions of this Section shall be binding upon the COUNTY and all of its officers, employees, agents, contractors, subcontractors and licensees who have direct or indirect access to CASE software, its components and/or derivative parts.
- f) The obligations of the COUNTY set forth in this Section shall survive the termination of this Agreement indefinitely.

18.4 Remedies

The COUNTY acknowledges and agrees that due to the proprietary nature of the CASE software, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the COUNTY or third parties to unfairly compete with ISD resulting in irreparable harm to ISD, and therefore, that upon any such breach or any threat thereof, ISD shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

ISD acknowledges and agrees that due to the confidential nature of the information stored in the CASE software, there can be no adequate remedy at law for any breach of its obligations

**CASE™ Probation Case Management System
License and Support Agreement**

hereunder, and therefore, that upon any breach by ISD or any threat thereof, COUNTY shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

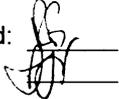
19. PART V, Section 4 – Limitation of Liability

ISD SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO COUNTY FOR CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF ISD IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL ISD'S LIABILITY TO COUNTY HEREUNDER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY PROGRAM LICENSED HEREUNDER EXCEED THE TOTAL LICENSE AND SERVICE FEES ACTUALLY PAID BY COUNTY FOR THE PROGRAM, PROGRAMS, OR SERVICES OUT OF WHICH SUCH LIABILITY AROSE.

SIGNATURES FOLLOW ON THE NEXT PAGE

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Description of License, Product Development, Implementation & Support Services

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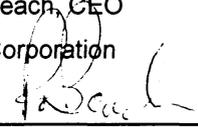
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License and Support Agreement**

ISD:

ISD CORPORATION
at 1595 E 6th Street, Suite 101,
Corona, CA 92879
Phone (951) 479-9400
Fax (951) 479-9401

By: Ron Beach, CEO
ISD Corporation



Name

CEO

Title

Designated Representative:

Name

Email Address:

COUNTY:

Solano County Probation Department
at 475 Union Avenue
Fairfield, CA 94533
Phone (707) 784-7600
Fax (707) 784-7605

By: Signature Name

Solano County Board of Supervisors

Name

Dated

County Administrator

Title

Department Representative:



Chief Probation Officer

6/1/11
Dated

Approved as to Form:



County Counsel

6-1-11
Dated

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ATTACHMENT "A"

"Pricing Schedule"

Sr. Programmer Analyst	\$175 /hour
Analyst / Database	\$150 / hour
Systems Engineer II	\$150 / hour
Sr. Implementation Analyst II	\$150 / hour
Software Training Specialist	\$140 /hour
Program Management	\$175 / hour
Database Analyst	\$200 / hour

MAINTENANCE AND SUPPORT FEES

- A. **MAINTENANCE AND SUPPORT FEES FOR STANDARD MAINTENANCE:** A fee of \$9,566.45 per month is due (\$ \$114,797.45 annually) for Software Maintenance Products & Services under the Standard Maintenance Program described in Part 1 Section 2.1 shall be effective July 1, 2011 through June 30, 2012. Monthly invoices will be mailed out prior to service month, dated the first day of service month, with payment terms of Net 30. Therefore, ISD shall be in receipt of payment by the end of month in which services were performed. Any services outside of those described in Part I, Section 2, shall require a quote from ISD and shall be under separate contract. **Total maximum payable under this contract shall be \$114,797.45.**

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ATTACHMENT “B”

“Modules and Interfaces”

Modules and interfaces covered under this maintenance contract are:

- **Juvenile CASE™**
- **Adult CASE™**
- **JCPSS**
- **Crystal Reports**
- **IKON Scanner interface**
- **OffenderLink**

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