MAINTSTAR LICENSE AND SERVICES AGREEMENT

1.   Parties   MAINTSTAR   CUSTOMER OR AGENCY

MaintStar, Inc.   Contra Costa County
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Dallas, TX 75219   Martinez, CA 94553
Attention: Contracts   Attention: Caroline Tom
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This License and Services Agreement ("LSA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2.   Term and Termination

2.1   Term   Provided that Customer signs and returns this LSA to MaintStar no later than _____ this LSA is effective as of the date of Customer's signature ("Effective Date") and will continue for a period of five (5) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to MaintStar the fees associated with such terms when these are due; said fees will increase annually by the percentage equal to the increase in the Consumer Price Index for the prior twelve months, but in no event shall such increase exceed five percent (5.0%) from the maintenance fees for the preceding term.

2.2   Termination for Cause   Either party may terminate if the other party materially breaches this LSA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within ninety (90) calendar days. Upon any termination or expiration of this LSA, all rights granted to Customer are cancelled and revert to MaintStar.

2.3   Termination for Convenience   Either Party may terminate this LSA at any time, without cause, provided, however, that at least 90 days' written notice is provided to the other Party. In the event the LSA is terminated under this Section, the Customer shall be entitled to a pro rata refund for fees paid.

2.4   Non-Appropriation Event   Customer may terminate this LSA if its governing body fails to appropriate funds for amounts due hereunder in any fiscal year (July 1 to June 30) (a "Non-Appropriation Event"). Customer shall promptly notify MaintStar of the occurrence of a Non-Appropriation Event and this LSA shall terminate at the end of the current month for which fees were paid, upon such notification, if fees are paid monthly, or upon the expiration of the then current term already paid for by Customer, if fees are paid quarterly, bi-annually, or yearly.

3. **Intellectual Property License**

    3.1 **License**   The software products ("Software") listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software.

    MaintStar EAMS Enterprise Software
    MaintStar Mobile Citizen

    3.1.1 The Software is provided for use only by Customer or Agency employees, contractors and residents.

    3.1.2 Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.

    3.1.3 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

    3.1.4 Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

    3.1.5 Customer may use the Software only to process transactions relating to assets within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LSA.

    3.1.6 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

    3.1.7 All rights not expressly granted to Customer are retained by MaintStar.

4. **Hosting Services**

    4.1 **Scope of Hosting Services**   MaintStar will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):

    MaintStar EAMS Enterprise Software

    4.2 **System Administration and Security**   The Hosted Applications will be hosted by MaintStar on MaintStar - leased equipment at a physically-secure commercial third-party hosting facilities. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

4.3 <u>Infrastructure Availability</u>   MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine-five percent (99.95%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 4.4 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

4.4 <u>System Availability and Performance</u>   The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U = O/(M-P)*100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Monthly Uptime	Credit
Greater than or equal to 99.95%	None
Less than 99.9% but greater than or equal to	15% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to	35% of pro-rated monthly hosting
Less than 95.0%	100% of pro-rated monthly hosting

5. <u>Customer Property</u>

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this LSA. Throughout the term of this LSA, upon the request of Customer, MaintStar can optionally provide Customer with:

(i)   a copy of its data, not more than once per calendar quarter, sent as a SFTP file to Customer designated location.

Within thirty (30) calendar days following termination or expiration of this LSA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

6. <u>Scope of Maintenance</u>

6.1 <u>Maintenance Services</u>

6.1.1 <u>Telephone Support</u>   MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar's observed holidays (listed below):

1.   New Years Day

2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas

6.1.2   Email Support   MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.

6.1.3   Online Support   MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and MaintStar will provide regular updates to service requests.

6.1.4   Remote Support   When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

6.1.5   Onsite Support   If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

6.1.6   Software Updates   Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

6.2   Maintenance Limitations   Generally, the following are not covered by this LSA, but may be separately available at rates and on terms which may vary from those described herein:

a)   Services required due to misuse of the MaintStar-maintained software products.

b)   Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.

c)   Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.

d)   Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.

e)   Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.

f)   Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.

g)   Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products

including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.

h) Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this LSA.

6.3 <u>Warranty</u> MaintStar will commence and complete the obligations described in this LSA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation, availability and support of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of fees paid to MaintStar for the defective or non-conforming software products during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

7.   Compensation

    7.1   Total Fees   In exchange for the Licensing, Hosting and Maintenance Services described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A.

    7.2   Payment Terms   Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

8.   Confidentiality

    8.1   Definitions   "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

        a)   information which is in Recipient's possession prior to disclosure by Disclosing Party;

        b)   information which is available to Recipient from a third party without violation of this LSA or Disclosing Party's intellectual property rights;

        c)   information disclosed pursuant to Subsection 6.4 below;

        d)   information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

        e)   information which is subpoenaed by governmental or judicial authority;

        f)   information subject to disclosure pursuant to a state's public records laws.

        g)   information generated by the Customer for training or use of the MaintStar system as part of it's ongoing operations.

    8.2   Confidentiality Terms   The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LSA ("Confidentiality Term").

8.3   <u>Confidentiality Obligations</u> During the term of this LSA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

9.   <u>Other Terms and Conditions</u>

9.1   <u>Limitation of Liability</u> MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this LSA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

9.2   <u>Force Majeure</u> If either party is delayed in its performance of any obligation under this LSA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

9.3   <u>Severability and Amendment</u> If any particular provision of this LSA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LSA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LSA will be effective unless it is described in writing and signed by the Parties.

<u>AGREED AND ACCEPTED</u>:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By	By
Printed	Printed
Title	Title
Date	Date