CORE◻
Computing Solutions, Inc

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Software License and Support Agreement – Exhibit/Attachment A to the
Professional Service Agreement

Monday, August 17, 2009

This Software License and Support Agreement ("Agreement") which is "Attachment A" to the Professional Service Agreement between the Parties ("PSA" is entered into between:

Core Computing Solutions, Inc ("Licensor")
925 Seminole Road
Atlantic Beach, FL 32233

&

Baldwin County Government

SECTION I - DEFINITIONS

In this Agreement, the following terms shall have meaning as defined below.

"Commencement Date" means the date on which the License and Support Agreement and the Professional Service Agreement are fully executed by the Parties hereto.

"Documentation" means users guides, user manuals, and other works of authorship other than the Software and provided directly or indirectly to Licensee by Licensor.

"Distribution Release" means the object code of a software title(s) listed in the licensed software section of this agreement and provided directly or indirectly to Licensee by Licensor.

"Licensed Property" means the Software, Documentation, and Related Materials, collectively.

"Software" means the Distribution Release of the software title(s) listed in Licensed Software section of this agreement, any Maintenance Releases of such Software, any bug fixes performed by Licensor but not cumulated in a Maintenance Release, and any and all copies and/or images of the Distribution Release, Maintenance Release(s), and any bug fixes. "Software" under this Agreement excludes services performed by Licensor under separate agreement, e.g., analysis, design, custom programming, data conversions and tuning.

"Maintenance Release" means the object code of updated software title(s) listed in the licensed software section of this agreement provided directly or indirectly to Licensee by Licensor. Licensor provides Maintenance Releases as determined in Licensor's sole discretion. A Maintenance Release cumulates bug fixes and improvements in Software programming code developed in the period preceding each Maintenance Release.

"Related Materials" means all material, such as trade secrets, furnished by Licensor in conjunction with this Agreement other than Software and Documentation.

"Term" means the period of fifteen (15) consecutive calendar months commencing on the Commencement Date as defined above.

"Professional Service Agreement" (PSA) means the governing contract that must first be executed by the Parties hereto in order for this Agreement to be operable. This Agreement shall be included as Attachment A and as a necessary part to the PSA as if fully set forth therein.

SECTION II - SOFTWARE LICENSE

1. License Fee and Grant of License.   In consideration of the payment by Licensee to Licensor of an initial license fee as enumerated in the Licensed Software section of this agreement, Licensor hereby grants to Licensee for the duration of the Term a personal, non-transferable and non-exclusive license ("Software License") to use the Software solely on the computer system and/or central processing unit(s), with associated network and licensed users, as the same are designated in the licensed software section of this agreement by type and location ("Designated Computer System"). Licensor hereby grants to Licensee for the duration of the Term a non-transferable and non-exclusive license for the use of the Documentation and the Related Materials ("Related License") solely by employees and other designees as approved by the Licensee. The Related License shall have the same Term as the Software License. The Software License and the Related License are granted subject to the terms stated herein. Each license fee will be refunded only in the event the Software cannot be installed on the initial Designated Computer System to operate substantially in accordance with the Documentation.

Licensor reserves the right to increase the license fee of a given Software title in an amount that approximates the U.S. national Consumer Price Index ("CPI") in Licensor's reasonable judgment; such adjustment in annual license fee may be made annually, or less frequently in an adjustment that cumulates increases in CPI over more than one year.

This Agreement shall commence as of the date of full execution and shall continue for an initial period of fifteen (15) months (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall automatically renew, without further action by either party, for subsequent one-year terms (each a "Renewal Term"), unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term).

2. Rights.   The Software License entitles Licensee for the duration of the Term (a) to use the Software for Licensee's internal purposes on the Designated Computer System and, if the Designated Computer System temporarily malfunctions, to use the Software on a different computer system until such malfunctioning has been corrected; (b) for backup purposes only, to include images of the installed Software in archival copies of the Designated Computer System on which the Software is installed; and (c) upon payment of an additional annual license fee at the then prevailing list prices, to use the Software on one or more additional Designated Computer Systems. This agreement grants no other rights pertaining to the software.

3. Responsibilities and Restrictions.

a. Licensee shall have no right (i) to use all or part of the Licensed Property for the benefit of any other person or entity, (ii) to allow any other person or entity to use or make a copy of all or part of the Licensed Property (this prohibits, among other uses, a service bureau use or application service provider use of the Software). . Licensee acknowledges that each server computer used by Licensee must be identified in the Licensed Software section of this agreement as a Designated Computer System in order to run the Software on such server computer.

b. Licensee shall not resell, disclose or copy (except as permitted in Section 2 above) any of the Licensed Property or allow anyone else to do so. Further, Licensee will limit access to the Licensed Property to employees as necessary to do their work for Licensee and will safeguard the Licensed Property as Licensee safeguards its own proprietary information and with no less than reasonable care accorded confidential Information by reasonable businesspersons. Licensor shall have the right to have (i) an independent contractor reasonably acceptable to Licensee or (ii) an employee of Licensor access Licensee's premises and network(s) solely to verify that Licensee's use of the Licensed Property complies with this Agreement, including without limitation the number and location of Designated Computer Systems and number and type of users. Licensee agrees to grant such access to Licensor for one or more such audits during the Term within two (24) hours of request for access in writing by Licensor.

c. Licensee shall have no right to modify, adapt, or reverse engineer the Software or to allow others to do so. Licensee may negotiate with Licensor to have Licensor customize or otherwise modify or update the Software under separate agreement. Only Licensor, and no other party, shall have the right to modify or update the Software.

d. Licensee is entirely responsible for the use of the Licensed Property, including but not limited to: assuring proper installation and configuration if not installed and configured by Licensor or Licensor's agent; audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation and Related Materials.

e. Licensee shall keep the Licensed Property free of all liens and claims other than Licensor's claims herein and will immediately notify Licensor of any threatened or actual liens or claims against part or all of the Licensed Property.

f. Any lien by another party upon part or all of the Licensed Property must be removed within ninety (90) days, and if not so removed Licensor shall have the right to cancel this Agreement, suspend support services, recover the Licensed Property, and/or take any other legal or equitable action(s) necessary to protect Licensor's interest.

g. Licensee shall have no right to sublicense, assign, or create derivative works of the Software, Documentation, or Related Materials. Licensee may make modifications to Documentation and Training Materials for the sole purpose of tailoring them for use by Baldwin County to reflect core business processes.

h. Confidentiality: Licensor will not resell, disclose or copy information contained on licensees computers except where necessary to conduct regular technical support services.

4. Limited Warranties; Disclaimer of all other Warranties; Limitation of Liability. Licensor warrants that the Software coded by Licensor shall operate in substantial conformity with the Documentation, with the requirements of the Licensee's original RFP, and with the Licensor's response to the RFP. Licensor will replace any defective physical media containing a Distribution Release or Maintenance Release within a reasonable time after Licensor's receipt of such defective media. Licensor warrants all Software coded by Licensor to be worm and virus-free at the time of delivery to Licensee. The preceding warranties in this Section 4 are the only warranties made by Licensor. So long as Licensee does not breach a material provision of this Agreement, Licensor shall use commercially reasonable efforts to verify and correct in a bug fix and/or Maintenance Release any defect or errors in the Licensed Property reported with particularity and in writing by Licensee, as described in more detail in Section 5 below.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 4, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO LICENSEE OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR

A PARTICULAR PURPOSE OR OTHERWISE OF ANY SOFTWARE, SERVICES, MATERIALS, OR OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY NOTICE OR DISCLOSURES ABOUT LICENSEE'S BUSINESS OPERATIONS. THE LICENSED PROPERTY IS LICENSED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE PERFORMANCE OF THE SOFTWARE, OF THE THIRD PARTY SOFTWARE INCLUDED IN THE LICENSED PROPERTY, AND OF ANY HARDWARE, SOURCE CODE, OR OBJECT CODE, USED IN CONJUNCTION WITH THE SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY FOR DEFECTS OR ERRORS IN SOFTWARE EXECUTION LICENSOR SHALL HAVE NO DUTY TO CORRECT AND NO LIABILITY FOR. ANY ERRORS OR DAMAGES ARISING FROM USE OF THE SOFTWARE, INPUT ERRORS, DATA CONVERSION ERRORS, OR OTHER LICENSEE OPERATIONS INVOLVING PART OR ALL OF THE LICENSED PROPERTY.

Licensor's liability shall be limited to the license fee paid for the relevant Software title by Licensee to Licensor in the single Term during which the event(s) affecting that Software occurred that gave rise to a final judgment against Licensor by Licensee. Licensor shall not have any liability for Licensee's loss of business. use, revenue or profit, or indirect, special, punitive, or consequential damage, even if Licensee advises Licensor of the possibility of such obligations or claims, nor will Licensor be liable for any claim or demand relating to the Licensed Property made against Licensee by any other party.

5. Service & Support. Licensor, directly or through an authorized agent, will use commercially reasonable efforts to correct all errors and/or defects in the Software or Services which Licensee discovers and reports to Licensor. Acceptable forms of reporting these issues include calling technical support, using the issue reporting form available at www.ccscorp.com, by means of email containing the information solicited in the issue reporting form and sent to support@ccscorp.com or by logging the issue using CCSI's online self help center.

During normal business hours of 8am to 8pm M–F EST on non-holidays CCSI will provide maintenance technical support which includes unlimited telephone support per month relating to the services & software, including advice concerning: (a) formatting of data for entry into the databases of the Software, as the term "formatting of data" is defined in the Documentation (but standard support does not include support of data conversion, or import or export of data); (b) clarification of the Documentation; and (c) without any liability, suggestions related to using the Software in the context of Licensee's business. Standard Support does not cover support of any computer hardware (including printers, modems, routers, workstations or laptops etc.) or network services (including login scripts, rights, back-ups, etc.). After hours support is available 24 hrs a day 365 days a year for business-critical/emergency service & support related issues.

CCSI's support guarantee: CCSI guarantees an initial response to all business-critical issues reported to our office within 1 hr during normal business hours. For low level severity issues initial response is guaranteed by close of business on day issue is reported.

Licensee shall appoint one person as the primary point of contact for communication of service and support related issues including receipt of issue status updates from CCSI. Licensee may appoint an alternate contact in the event primary contact is unavailable.

Licensor has no duty to modify the Software to meet Licensee's requirements, other than to meet the initial requirements as set forth in the RFP, Licensees RFP response and the Statement of Work, or to provide Licensee with modifications, improvements or additions to the Software developed for other parties. Any and all services in addition to the Software Support, such as modifications requested by Licensee, are available by negotiation with Licensor on a separate time, materials, and cost basis.

For those Licensees utilizing CCSI's Online/ASP Hosting Services the following terms and conditions apply: Security, The data created by Licensee is owned exclusively by Licensee. CCSI will make commercially reasonable efforts to ensure the privacy of Licensees data by utilizing industry standard practices for security including data encryption and password protection. CCSI will make commercially reasonable efforts to ensure the safety of Licensees data by making regular scheduled backups of Licensees data. Uptime, online services which are operated by CCSI will have at least 99% uptime measured monthly excluding planned downtime. Password Resets, Licensee is allowed three password resets per account per year. Additional resets will be billed at $29.95 per incident. Account Changes/Deactivations/Reactivations, Once a login user account has been established changing the user name/ performing license transfer or reactivating an inactive account are all subject to a $49.95 service fee per incident.

6. Third Party Licensing Requirements and Support. Depending on a given Designated Computer System and Software title, the Software requires the installation of certain third-party software ("mandatory third party software") to provide core functionality; depending on a given Software title, optional functionality may be provided by installation of additional third party software ("optional third party software"). For instance, the EnCoreCRM Software title requires an ODBC-compliant relational database management system ("RDBMS") to provide core functionality. Licensee must use either a run-time RDBMS, such as MSDE (freely distributed by Microsoft and included in the Distribution Release of EnCoreCRM), or a fee-based RDBMS, such as Microsoft SQL Server (currently, version 2005, which must be separately licensed and installed by Licensee), to provide core functionality. Fee-based third party software generally provides higher performance than run-time third party software. As described in the Documentation for a given Software title, that Software may also include in the Distribution Release run-time versions of optional third party software and/or be capable of integration with fee-based optional third party software. Licensee may elect to use such optional third party software, as described in the Documentation for a given Software title. For instance, the current Distribution Release of EnCoreCRM includes a run-time version of Business Object's Crystal Reporting. Mandatory and optional third party software are distributed, supported, and licensed separately by their respective software publishers. Licensee understands Licensor has no duty or right to modify and/or correct any and/or all defects found within mandatory and optional third party software. Use of mandatory and optional third party software may require additional licensing agreements between Licensee and the respective software publisher. Compliance with, and maintenance of, licenses, maintenance agreements, and support agreements between Licensee and third party software publishers is the sole responsibility of the Licensee.

7. Payment: Payment shall be made in US dollars to Licensor. All invoices shall be based on the Milestone(s) described in the SOW and are due upon the County accepting completion of said Milestone(s) unless other terms are agreed upon in writing between Licensee and Licensor. Should payment in full for any invoice not be received by Licensor with forty-five (45) days. Licensor may impose a debt service charge amounting to the greater of one percent (1%) or the maximum allowable by law of the overdue balance for each month the amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of an invoice, Licensor may discontinue, withhold or suspend services to Licensee to whom the unpaid amounts relate. A $75.00 fee will be charged to Licensee for rejected payment and/or returned checks.

8. Governing Law: Order of Precedence. This agreement will be interpreted under and governed by the laws of the State of Alabama. No waiver of any breach of the Agreement shall be deemed to be a waiver of any subsequent breach. The parties agree to jurisdiction in the State of Alabama for resolution of any claims arising under this Agreement. The prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those at the appellate level. In the event of conflict between any provision of the body of the Agreement and the Appendices annexed hereto, the order of precedence shall be the body of the Agreement and the Appendices in alphabetical order. Notwithstanding anything written or implied by this Agreement, in the event of conflict between this document and the PSA, then the terms of the PSA shall prevail and take precedence.

9. Entirety. Excepting the PSA, there are no other agreements, understandings or licenses between the Licensee and Licensor other than those contained in this Agreement; and this Agreement supersedes all prior communications. Breach of any portion of this Agreement shall not jeopardize the validity or enforcement of any other portion of this agreement. This Agreement can be amended only by a writing signed by authorized representatives of the parties.

Licensed Software

Item Number	Software Title	Annual License and Support Fee	Frequency/Per	Commencement Date	Designated Computer System Location	

Duly authorized representatives of Licensor and Licensee, intending to legally bind their respective parties, execute this Agreement below.

Licensee

Signature: _Eunice E Bishop_ 9/22/09

Title: Chairman /Date _____

Attest:

Signature _Nathan L. Thompson_ , 9/28/09

Title: County Administrator /Date

Licensor/Representative Printed Name: ___NATHANIEL PIERSALL___

Signature: _____

Title _PRESIDENT_

Date _8-25-2009_