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02/05/2013 01:19 PM

OFFICIAL RECORDS

Requested By

DC/SOCIAL SERVICES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 0213 Pg: 1153



Deputy gb

Assessor's Parcel Number: N/A

Date: FEBRUARY 5, 2013

Recording Requested By:

Name: CYNDY REDMILES, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

SOFTWARE LICENSE AGREEMENT #2013.022

(Title of Document)

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”), effective the 1st day of February, 2013, between **THE CENTER FOR APPLIED MANAGEMENT PRACTICES, INC.**, a Pennsylvania corporation (hereafter known as “CAMP” or “Licensor”), located in Camp Hill, Pennsylvania, and **DOUGLAS COUNTY**, a political subdivision of the State of Nevada (“Customer”), located in Gardnerville, Nevada.

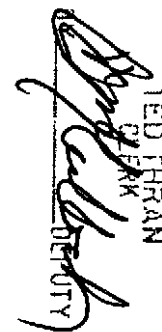
1. **Definition of Software.** The term “Software” shall mean Version 2.0 of the computer program and the user manuals associated with the eLogic Model® Manager, hereafter known as the “eLM.” The term “Software” includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to such computer program and user manuals.

2. **License.**

a. **Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a non-exclusive, non-transferable license to use the Software. Customer shall not permit the Software to be used by or for the benefit of third parties not otherwise provided for in this Agreement. Customer shall not have the right to re-license or sell the Software or to lease, loan, transfer or assign any interest in the Software, voluntarily or suffer the same involuntarily or by operation of law without the written consent of Licensor except as expressly provided for in this Agreement. The license granted pursuant to this Agreement shall remain in effect until Customer discontinues the use of the Software or until Licensor terminates this Agreement.

b. **Authorized Users.** Each license issued to an organization will identify the number of seats/users authorized to use the Software listed on Exhibit A.

c. **Term.** The term of this Agreement shall be for one year from the effective date of this Agreement (“Initial Term”). Customer may renew the license based on the renewal fees set forth on Exhibit B by providing at least ninety (90) days written notice prior to the end of the Initial Term of its intent to renew. If no written notice of an intent to renew for the subsequent years is received at least ninety (90) days prior to the expiration of the Initial Term or any successive term of this Agreement, this Agreement shall terminate unless extended for successive terms of one (1) year each on such terms and conditions as the parties agree unless specifically set forth in this Agreement.


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FILED

3. Installation, Data Conversion and Hardware.

- a. **Installation.** Licensor shall install the Software on a Host Agency selected by Licensor from which Customer shall access the Software. Installation shall be completed on or before two weeks from the effective date of the contract.
 - b. **Data Conversion.** Customer shall be solely responsible for any data conversion, maintenance, data entry and verification of data to be used with the Software unless other arrangements are made with CAMP.
 - c. **Hardware.** Hardware and peripherals to be used by Customer are not included in this Agreement. Customer shall be solely responsible to supply its own hardware and peripherals or to purchase or lease, install, test and maintain appropriate hardware and computer peripherals to run the Software as determined by Licensor. Customer shall be solely responsible for its own hardware and maintenance, including periodic inspections, adjustments and repairs.
- 4. Maintenance and Support.** During the period of the contract, Licensor shall provide email, telephone assistance and technical support to the LCHSD during the hours of 9:00AM to 4:00 PM., Monday through Friday, Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, and off hours by special arrangement at no additional charge to Customer.
- 5. Training.** Licensor shall provide Customer with a user manual (on-line or hard copy). Customer may make copies or download the manual for use solely in connection with the operation of the Software. During the Initial Term, Licensor shall provide orientation and training for the users of the Software funded by the Nevada Department of Health and Human Services, Grants Management Unit. Training not funded by the Nevada Department of Health and Human Services is available at a separate fee as set forth in Exhibit B.
- 6. Fees.** In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor the fees as set forth in Exhibit B. Fees are payable in a lump sum with signing of this contract.
- 7. Upgrades.** Occasionally, there will be technology changes impacting the Software. Routine changes are provided at no additional charge to Customer. Major changes, including significant upgrades or new modules may be requested by Customer for a separate and additional upgrade fee.
- 8. Ownership.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to the Software, whether made by Licensor or any third party.

9. Confidential Information. Customer acknowledges that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect, and at all times after its termination, Customer, its employees, agents and all other persons who are permitted to access the Software shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including but not limited to any flow charts, logic diagrams, user manuals and screens, to persons not an employee or agent of Customer without the prior written consent of Licensor. Licensor acknowledges that all client information contained in the software is confidential and is the property of Douglas County. If Licensor wants access to the data for research purposes, it will obtain written permission from Douglas County and Licensor will not disclose any data that can be identified as created by or belonging to Douglas County.

10. Limited Warranty.

Warranty Standards: For a period of 12 months following the signing of this contract, or any extension thereto (the "Warranty Period"), CAMP warrants that all Software, Documentation, other Deliverables and Services shall be free from material defects and errors and shall function together as an integrated system in conformance with (1) the descriptions of functionality and performance and all other standards of performance set forth in this provider agreement; (2) the Documentation; (3) CAMP's most current specifications for the Software; and (4) any applicable design documents prepared by CAMP under the contract.

Defects and Errors: During the Warranty Period, CAMP shall furnish materials and services necessary to correct material defects and errors in the Software Documentation or Deliverables and cause it to operate in accordance with the Warranty Standards at no cost to Douglas County. "Material defect" means any defect, error, or failure to conform to the Warranty Standards that prevents the completion of Douglas County's business functions or processes using or relying on the Software or that prevents the performance of functions or features of the software on which Douglas County business functions or processes depend.

LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS NOR WILL IT PERFORM UNINTERRUPTED OR BE ERROR-FREE DURING THE WARRANTY PERIOD. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY HEREIN, LICENSOR WILL PROVIDE SERVICES TO CORRECT DOCUMENTED ERRORS THAT LICENSOR'S DIAGNOSIS INDICATES ARE CAUSED BY A DEFECT IN THE VERSION OF THE SOFTWARE PROVIDED BY LICENSOR. FURTHER, LICENSOR DOES NOT GUARANTEE THE RESULTS OF ANY SUCH SERVICES OR REPRESENT OR WARRANT THAT ANY OR ALL ERRORS WILL BE CORRECTED. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS

AGREEMENT OR CUSTOMER'S USE OF THE SOFTWARE UNLESS RESULTING FROM THE LICENSOR'S WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THE FEES HEREIN REFLECT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Disclaimer of Actions Caused By or Under the Control of Third Parties.

LICENSOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SOFTWARE AND OTHER PORTIONS OF CUSTOMER'S NETWORK AND THE INTERNET. SUCH FLOW DEPENDS ON THE PERFORMANCE OF THE NETWORK OR INTERNET SERVICES PROVIDED OR CONTROLLED BY CUSTOMER OR THIRD PARTIES. AT ANY TIME, ACTIONS OR INACTIONS OF CUSTOMER OR SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO CUSTOMER'S NETWORK OR THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, LICENSOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH.

12. Indemnity. Customer shall indemnify Licensor, its officers, employees and agents, for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage to third parties occurring as a result of the use of the Software by Customer, including but not limited to the making, using, selling, or exporting of products, processes, or services derived there from. This indemnification shall include, but not be limited to, indemnification for any resulting liability. Customer's indemnification obligations arising hereunder shall apply irrespective as to whether such damages, costs and expenses arise or are alleged to arise, directly or indirectly, from the participation, whether active or passive, or negligence, whether ordinary or gross, of such parties, their employees, agents or other personnel.

13. Termination. Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of the following events (an "Event of Default"):

- a. In the event the other party violates any material provision of this Agreement; or
- b. In the event the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceedings under federal or state statutes; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or liquidated its business, voluntarily or otherwise.

Upon the occurrence of an Event of Default, a party shall deliver to the defaulting party a notice of intent to terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the party may terminate this Agreement and the license granted herein by delivering to the defaulting party a notice of termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the notice of intent to terminate.

If this Agreement is terminated due to an Event of Default, and results in damages to the non-defaulting party, the non-defaulting party may recover from the defaulting party all damages that are sustained, including reasonable attorney's fees, costs and expenses.

- 14. Assignment.** Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, except as set forth herein, without Licensor's prior written consent.
- 15. Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failure or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agent or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
- 16. Arbitration.** The parties shall settle any controversy arising out of this Agreement by arbitration in Dauphin County, Pennsylvania, in accordance with the Rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorney's fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. The cost of arbitration through the American Arbitration Association shall be shared equally by the parties.

17. Notices.

Notices to Customer shall be sent to:

Karen Goode, Manager
Douglas County Social Services
P.O. Box 218
Minden, Nevada 89423

Notices to Licensor shall be sent to:

The Center for Applied Management Practices, Inc.
3609 Gettysburg Road
Camp Hill, Pennsylvania 17011

with a copy to:

Stuart S. Sacks, Esquire
Smigel, Anderson, & Sacks, LLP
4431 North Front Street
Harrisburg, PA 17110

or such new address as a party specifies to the other party in writing. Notice shall be deemed effective on the date of delivery if delivered by personal delivery (including overnight mail by private carrier) or on the date of mailing if delivered by certified mail.

18. Miscellaneous.

- a. **Complete Agreement.** The parties agree that this Agreement is a complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understanding, and all other agreements, oral or written, between the parties relating to this Agreement.
- b. **Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. **Severability.** The illegality or invalidity of any provision of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such invalid provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- e. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto set their hands and seals effective the date first written above.

ATTEST:

LICENSOR:

THE CENTER FOR APPLIED MANAGEMENT PRACTICES, INC.

[Handwritten Signature]

By: *Frederick K. Richmond*
Frederick K. Richmond, CEO

CUSTOMER:

DOUGLAS COUNTY

[Handwritten Signature]

By: *Karen Goode*
Karen Goode, Manager

EXHIBIT A

[AUTHORIZED USERS]

Installation at the Douglas County Social Services. Please identify all locations:

User Name	Location
Karen Goode	1133 Spruce St. Gardnerville, NV
Lucinda Redmiles	Same
Karen Beckerbauer	Same
Teresa Lundberg	Same
Leslee Fisher	Same
Lisa Torres	Same
Travis Sharpe	Same
Rebecca Hanson	Same
Denise Castle	Same

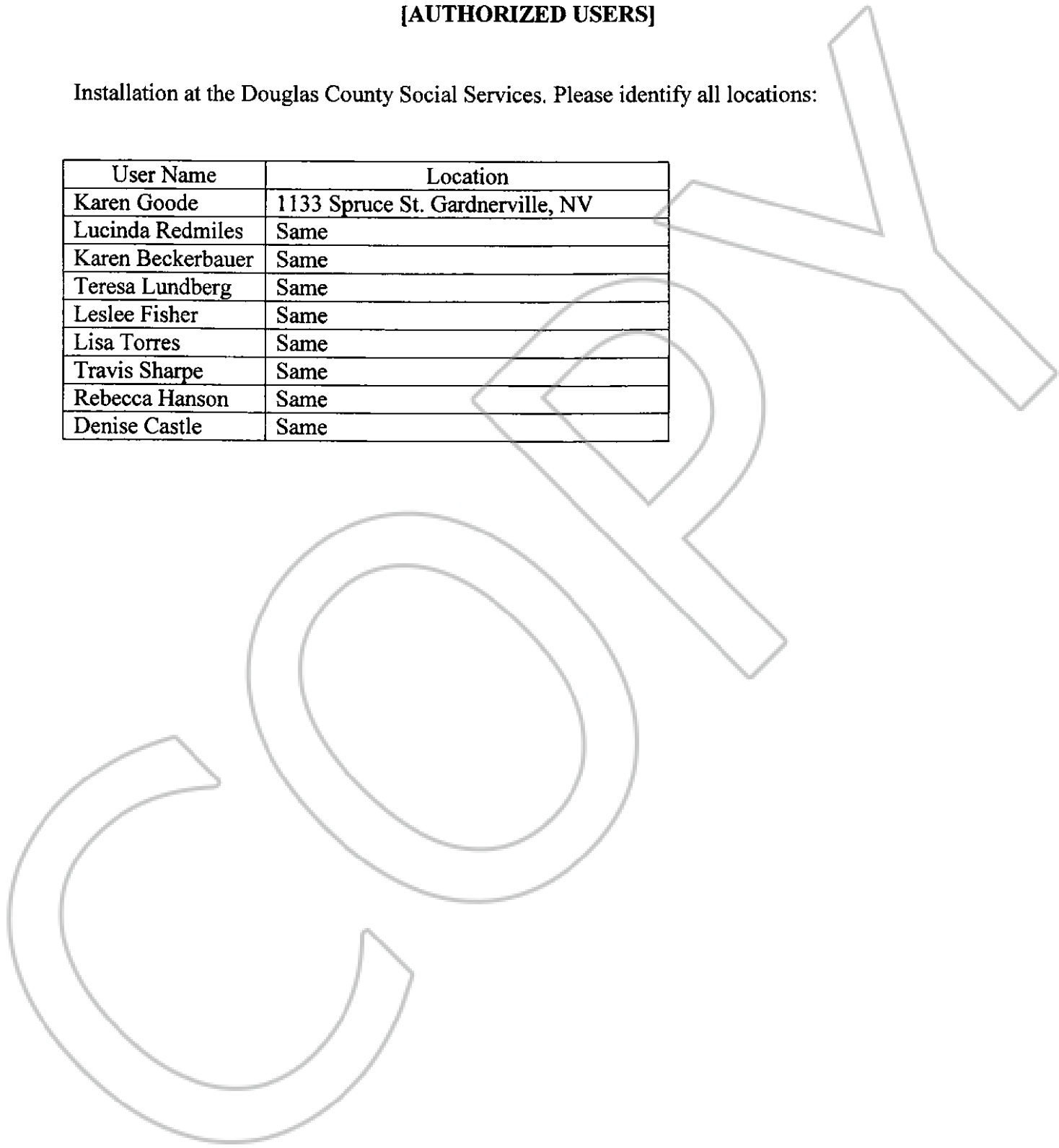


EXHIBIT B

YEAR ONE AND YEAR TWO LICENSE FEES

Deliverables/Services – Year One	#	Fees
Please Note: Fees below are for 9 user licenses for DCSS.		
User Seats @\$550/seat	9	4,950
Installation, maintenance, support, hosting and training-Paid by the DHHS	1	NC
Modifications to the software-Paid by the DHHS	1	NC
Year One Cost		\$4,950

Deliverables/Services – Year Two	#	Fees
Please Note: Fees below are for 9 user licenses for DCSS.		
User Seats @\$250/seat	9	2,250
Installation, maintenance, support, hosting and training-Paid by the DHHS	1	NC
Year Two Cost		\$2,250

TRAINING

Funding for initial training is by the Nevada DHHS. Training outside that from the State Office is available by webinar at the cost of \$100 per hour with up to 10 locations and unlimited users.

[YEAR THREE FEES]

*Add a 10% increase across the board for all deliverables for year 3.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Feb 5 2013
 Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy