

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

The County of San Benito

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered and effective _____ (the "Effective Date") by and between Noble Software Group, LLC, (hereinafter called "Noble"), and San Benito County, located at to 400 Monterey Street, Hollister, CA (hereinafter called "Client").

RECITALS

WHEREAS, Client desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to Client as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

DEFINITIONS

"Agreement": This Agreement including the following Exhibits:

- Exhibit A Licensed Software
- Exhibit B Third Party Materials
- Exhibit C Client Tasks
- Exhibit D Pricing
- Exhibit E Model Work Order

which are incorporated herein for all purposes.

"Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

"Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

"Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third Party Materials.

"User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.

"Work Order": A written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.

"Hosting Site": An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

SCOPE OF TASKS

Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.

Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.

Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

CONSIDERATION

In consideration of Noble's performance, Client agrees to pay Noble in accordance with the following provisions:

License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows: one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.

T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Client.

A service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

TAXES

Client agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

ACCEPTANCE

Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.

If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.

Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

TITLE

Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").

The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:

New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and

New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and

Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.

Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

LICENSE

In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to Client by Noble) on Noble's hosting servers for the term of this agreement.

Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.

The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").

Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.

Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

Client is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.

In the event that the authorized third party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

In the event that the Client installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

TERMINATION

Each party has the right to terminate this Agreement and license(s) granted herein:

Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 18 ("Confidentiality") or Section 3 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 8, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of Client's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice. Within five (5) days after termination of the license(s) as provided above, Client will return to Noble any Licensed Software in the form provided by Noble or as modified by Client at Client's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve Client or Noble of obligations regarding confidentiality of the Licensed Software.

Without limiting any of the above provisions, in the event of termination as a result of Client's failure to substantially comply with any of its material obligations under this Agreement, Client shall continue to be obligated for any payments due. Termination of the

license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

Notwithstanding anything contained in this Section 8 to the contrary, once Client has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by Client of the terms of Section 7 ("License"), Section 11 ("Compliance with Law"), Section 18 ("Confidentiality") or Section 22 ("Assignment").

Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by Client for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and Client shall discontinue use of the Licensed Software and Hosting Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality.

Notwithstanding anything herein, pursuant to Sections 7.7 and 11, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

Client is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or

Client downloads or installs third party software to its Hosting Site without the express written authorization of Noble.

WARRANTIES

Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.

To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.

If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

NON-SOLICITATION OF EMPLOYEES

This section intentionally removed.

COMPLIANCE WITH LAW

This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.

Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on its Hosted Site. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

APPLICABLE LAW

The law of the State of Washington applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in King County, Washington, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in King County, Washington, or to in personam jurisdiction, provided that service is effective.

The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

PROPRIETARY RIGHTS INDEMNITY

Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client's expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.

To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

GENERAL INDEMNITY

The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

INSURANCE

Noble certifies, and will provide evidence thereof at Client's request, that Noble maintains:

A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

Insurance covering bodily injury and property damages in the amount of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per accident.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 13 ("Proprietary Rights Indemnity") or Section 14 ("General Indemnity") of this Agreement or for such liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.

Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to Client in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by Client to Noble for any expenses incurred by Noble by reason of any such default or delay.

In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

CONFIDENTIALITY

Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the

party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

DISPUTE RESOLUTION

Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

INJUNCTIVE RELIEF

Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.

Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

NOTICES

Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC
PO Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

SAN BENITO COUNTY:

Probation
400 Monterey Street
Hollister, CA 95023

Administration
481 4th Street
Hollister, CA 95023

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, "Change of Control" shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as Client, the term, "change of control" shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

GENERAL

This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.

The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are Client's responsibility.

The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.

The parties further agree that the rights and obligations set forth in Sections 3, 4, 6, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, and subsections 23.1, 23.2, 23.3, 23.4, and 23.7 shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT

NOBLE SOFTWARE GROUP, LLC.

Signed: _____

Signed: 

Print name: _____

Print Name: Aaron Picton

Title: _____

Title: CFO

Date: _____

Date: 10/17/16

EXHIBIT A: LICENSED SOFTWARE

LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Noble Assessment Platform, 22 Users, Adult and Juvenile	Annual hosting for the assessment and case planning system
Noble IRR Site	Annual hosting for the inter-rater reliability training and analysis site

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 22 named users

EXHIBIT B: THIRD PARTY MATERIALS

OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the Client as part of the execution of this agreement.

EXHIBIT C: CLIENT TASKS

OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

CLIENT TASKS

The Client will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Noble and the Client. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

The Client will provide network related services to allow clients to access the Licensed Software;

The Client will provide client operating systems and platforms with Microsoft Internet Explorer 9 or better, as well as Adobe Reader for the viewing of any reports;

If Client elects to utilize integration services, Client will develop and maintain the middleware component required for integration;

If Client elects to migrate data from previous assessment systems, Client will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

EXHIBIT D: PRICING

LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

PRICING FOR LICENSED SOFTWARE

Pricing for 22 named users is set at \$15,824.50 USD

PRODUCT	PRICE
Noble Assessment Platform, 22 Users, Adult and Juvenile	13,237
Noble IRR Site	2,587.50

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

ACCEPTANCE CRITERIA

ASSESSMENT PLATFORM

All Active Enterprise Component software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a severity 1 error.

CASE PLANNING

The Case Planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.

INTEGRATION

Integration will be deemed accepted after the system successfully imports data for all areas of the application for which the customer has implemented integration methods per the documentation.

Customer will accept the system in parts as indicated in the project plan and in conjunction with the system test plans.

TRAINING PROGRAM

In an attempt to meet Customer's training requirements, the following schedule has been constructed to offer a purchased block of training for classes up to 25 students.

PRODUCT	DAYS
Assessment Tool and Case Plan Training (2 three-day sessions)	6 days
Assessment and Case Plan Refresher Training	2 days

Trainings are \$2,200 per day and include all costs. The total cost of this training package is \$17,600

PAYMENT SCHEDULE

The schedule of payment is as follows:

All software licensing is due on contract execution. Training is invoiced upon delivery. All invoices are /net 30.

EXHIBIT E: SAMPLE NOBLE SOFTWARE GROUP, LLC WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("NOBLE") to San Benito County ("Client"). All terms and conditions of the Software License Agreement between Noble and Client, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: \$_____ or the following percentage of the software list price:

_____%

Maintenance is under the terms of the _____ agreement dated

_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/CLIENT TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

CLIENT

NOBLE SOFTWARE GROUP, LLC.

Signed: _____

Signed: _____

Print name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____