

ATTACHMENT D.

C-1, C-7, C-9, and C-18 of Attachment C, are hereby deleted and replaced in their entirety with the following language:

C-1. INDEMNIFICATION.

The Parties agree to defend, indemnify and hold one another, their officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All rights in copyright works created by the University, its officers, agents, and employees in the performance of work under this agreement are the property of the University. To the extent that the University has the legal right to do so, University shall grant the County a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the Deliverables for governmental and non-commercial purposes.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that, to the best of our knowledge, that is presently has no interest and shall not acquire and interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

C-18. TERMINATION.

Either Party may terminate this Agreement with thirty (30) days prior written notice. Upon such notification, the Parties shall communicate with each other and make reasonable efforts to remedy any situation which otherwise would cause termination. Upon such notification, University shall use its reasonable efforts to limit any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the Project, including uncancellable obligations. If no remedy is realized, University shall, within ninety (90) days after the termination date, submit a report of all expenditures incurred and of all payments received hereunder. University shall reimburse County for funds advanced in excess of total costs incurred. In no event shall County's cumulative payments exceed the total allowable costs amount identified in Paragraph 3 ("Compensation for Services") and Attachment "B".

END OF ATTACHMENT D