

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

724



FROM: Department of Mental Health

SUBMITTAL DATE:
December 4, 2013

SUBJECT: Ratify the Agreement with CompuTrust Software Corporation for FY 13/14 (District: All)
[\$46,202 ongoing] State, County, Federal, Other Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Purchasing Agent to sign the CompuTrust Software Usage License Agreement for FY 13/14 in the amount of \$46,202; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, to exercise the renewal options, based on the availability of funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, through June 30, 2015.

BACKGROUND:

Summary

On September 2, 2008 (3.106), the Board of Supervisors ratified the Agreement with CompuTrust Software Corporation for \$45,852 for FY 08/09 through FY 12/13 for the continuation of licenses and maintenance services for the Department of Mental Health Public Guardian.

(Continued on Page 2)

JW:MS:JB

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 46,202	\$ 46,202	\$ 92,404	\$ 46,202	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: State 67%, County 19%, Other 9%, Federal 5%				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 9/2/09 (3.106) | District: All | Agenda Number:

3-37

Departmental Concurrence

DEC 10 6:35 PM

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Agreement with CompuTrust Software Corporation for FY 13/14 (District: All) [\$46,202
ongoing] State, County, Federal, Other Funds

DATE:

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Public Guardian provides services to individuals who are unable to care properly for themselves and/or are unable to manage their finances. The Public Guardian conducts investigations into conservatorship matters and acts as the legally appointed guardian or conservator for persons found by the Superior Courts as unable to provide for his/her basic personal needs for food, clothing, or shelter.

The Department of Mental Health (DMH) has used CompuTrust Software System exclusively for the past fifteen (15) years to manage the estates and assets of consumers. The software's features include: court accounting, accounts payable, accounts receivable, check processing, vendor disbursements, accounting receipts and reports. CompuTrust is the developer of the software and is the only company able to provide upgrades and support to the existing system.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Contract History and Price Reasonableness

Pricing for the user software licenses, support and maintenance has been deemed to be fair and reasonable when compared with other software service providers; however, similar services by other providers are not compatible with the existing DMH system due to proprietary use of CompuTrust software. DMH is currently working with Purchasing to develop a multi-year RFP plan for all contracts and agreements. DMH is requesting approval of this vendor in the interim to avoid interruption of services and ensure continuity of care for consumers.

**COMPUTRUST SOFTWARE CORPORATION
Usage License Agreement**

Date: 07/01/2013
("Effective Date")

Contract No.: _____

Between

Company Name: CompuTrust Software Corporation ("CTSC").
Address: 135 E. Main Ave., Suite 150
Morgan Hill, CA 95037

Principal Contact: Mark A. Conrado

And

Your Name: Riverside County Public Guardian

Address: 3625 14th Street ("Site")
Riverside, CA 92507

Billing P. O. Box 1405
Address: Riverside, CA 92502-1405

Principal Contact: Tricia Tellema

CTSC'S PROGRAM IS COPYRIGHTED AND LICENSED ANNUALLY (NOT SOLD) TO YOU UNDER THIS USAGE LICENSE AGREEMENT. CTSC DOES NOT SELL OR TRANSFER TITLE TO THE PROGRAM TO YOU. YOUR LICENSE OF THE PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF CTSC HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

THIS AGREEMENT CONSISTS OF (1) THE ACCOMPANYING TERMS AND CONDITIONS AND (2) EXHIBIT A WHICH DESCRIBES IN DETAIL THE TERMS AND FEES GOVERNING THIS LICENSE AGREEMENT.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS, AND UNDERSTAND AND ASSENT TO IT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN ACCEPTED AND EXECUTED BY YOU AND APPROVED AND EXECUTED BY CTSC AS OF THE EFFECTIVE DATE ABOVE.

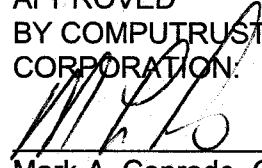
ACCEPTED
BY: Riverside County Public Guardian

Signature

Print Name and Title

Date: _____

APPROVED
BY COMPUTRUST SOFTWARE
CORPORATION:



Mark A. Conrado, CFO

Date: 9/24/2013

TERMS AND CONDITIONS

General. This is an annual Usage License Agreement; **you are not purchasing a perpetual license to the Program.** You receive an annual grant of license to use the Program, Support and Updates included in your Monthly Usage Fees, as defined in Exhibit A, subject to the terms and conditions in this Agreement.

1. DEFINITIONS

- 1.1. **"You"** means the single end-user customer or organization signing this Agreement.
- 1.2. **"Standard Enhancements"** means any modification or addition that, when made or added to the Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- 1.3. **"Major Enhancements"** means any major modification which substantially improves the performance, utility or functionality of the Program, which CTSC offers as a Major Enhancements at an additional optional fee.
- 1.4. **"Error"** means any reproducible failure of the Program to conform in material respect to its Documentation.
- 1.5. **"Error Reports."** In the event you discover a reproducible Error, you will make an Error Report to CTSC that identifies the steps to be taken to reproduce such error.
- 1.6. **"Error Correction"** means either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its Documentation. The Error Correction, when completed, may consist of a change to the code, a "patch," or a "workaround" to enable use of the Program.
- 1.7. **"Documentation"** means the end-user documentation which explains the use and Installation of the Program in hard copy or electronic form.
- 1.8. **"Program"** means the computer software application known as "CompuTrust," in object code only and the documentation.
- 1.9. **"Third Party Software – Universe or other Third Party Software"** means the third party software products purchased on your behalf by CTSC. The Third Party Software, is licensed directly to you as a one time only purchase. This Usage License does not apply to Third Party Software, which is governed by the license terms and conditions of each Third Party Software product. You do not receive Support or Upgrades for Third Party Software as part of your Monthly Usage Fees. Fees and maintenance for Third Party Software are defined Exhibit A
- 1.10. **"Updates"** means new revisions of the Program that contain Error Corrections, modifications, and Standard Enhancements that are released by CTSC from time to time.

2. GRANT OF LICENSE

- 2.1. Grant of License.** You are granted a non exclusive annually renewable right to use the Program and any Updates provided to you by CTSC, in machine-readable form, and related materials, identified in Exhibit A, for the Initial Term and for minimum periods of one year thereafter, subject to the terms of this Agreement.
- 2.2. Scope of Rights.** You may:
- a. Install.** Install the Program in your own facility at your Site specified on the front page of this Agreement.
 - b. Execute.** Use and execute the Program on the computer(s) at your Site on a per user basis, for purposes of serving the internal needs of your company or organization.
- 2.3. Subject to Fees.** The above rights are granted pursuant to the Monthly Usage Fees specified in Section 8 (Fees) below.
- 2.4. Object Code.** The Program is provided in, and may be used in, machine-readable object code form only.
- 2.5. Number of Users.** You are authorized to use the Program for up to the number of users authorized in Exhibit A.
- 2.6. Additional User Licenses.** In the event you wish to exceed the authorized number of users as specified in Exhibit A, you will need to contact CTSC to determine the increase to your monthly usage fee.
- 2.7. Back-up Copies.** You may make two (2) copies of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include CTSC's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location.
- 2.8. System Operations.** System shall operate as per user manual from CTSC current revision.

3. RESTRICTIONS AND LIMITATIONS ON USAGE

Your license of the Program is nonexclusive and nontransferable, and it extends only to your own installation, execution, and use of the Program on your computers. You may not assign, transfer, or sublicense this license or your other rights under this Agreement, whether by operation of law or otherwise, except with CTSC's prior written consent. You may not move the Program to another location, except with CTSC's prior written consent.

THE PROGRAM AND USER MATERIALS

CONSTITUTE HIGHLY SENSITIVE AND PROPRIETARY TRADE SECRETS AND CONFIDENTIAL INFORMATION OF CTSC. YOU MUST STRICTLY OBSERVE ALL RESTRICTIONS IMPOSED BY CTSC WITH RESPECT TO PROPRIETARY PROTECTION OF THE PROGRAM.

- 3.1. Verification.** Upon thirty (30) days written notice, CTSC at its sole option, may ask to verify in writing that you are not exceeding the scope of your license and the number of users authorized under this Agreement. In the event the actual number of simultaneous users exceeds the number authorized under this Agreement, you will be asked to pay the additional license fees as they apply.

4. YOUR RESPONSIBILITIES

4.1. Your Responsibilities. You are responsible for the following:

- a. Procuring, installing, and operating computers, printers and operating systems to run the program, and
- b. Providing a proper environment and proper utilities for the computers on which the Program operates, including an uninterrupted power supply; and
- c. Selecting and training your personnel so they can operate computers and so they are familiar with the operation of the Program; and
- d. Appointing a technically qualified system administrator, who has sufficient computer hardware and software experience and training to enable them to assist CTSC in diagnosing reported problems ("System Administrator"); and
- e. Nominate a single contact person, to interface with CTSC on all Support calls from your organization. Such nominated single contact person shall either be the System Administrator or someone who is similarly technically qualified; and
- f. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program or the computer systems on which they run non-operational.

5. TRAINING

5.1. Training at CTSC Offices. CTSC offers regularly scheduled training classes, based upon demand, at no charge to you. These classes relate specifically to the CompuTrust program. Such classes are available on a first come, first served basis, and are subject to space availability and a sufficient number of sign ups for the scheduled class. To reserve a place in a training class, contact CTSC.

5.2. On-Site Training. At your request CTSC shall provide training at your site at a mutually agreed time. Such training is subject to the CTSC per diem rates defined in Exhibit A.

5.3. User Group Training. Free training is offered at all User Group meetings.

6. SUPPORT AND UPDATES

6.1. Annual Support Hours. The annual license fees include unlimited telephone Support.

6.2. Support. Support includes:

- a. **Telephone Hot-Line Support.** Telephone Hot-Line Support is available Monday through Friday from 8:00 a.m. to 5 p.m. Pacific Standard Time, to report problems or request user assistance in use of the Program.
- b. **Remote Access.** CTSC offers Remote Access. In order to use Remote Access, you must have the communications software set forth in Exhibit A. Remote Access includes: (1) diagnostic or corrective actions necessary to restore proper Program operation; (2) diagnostic analysis to assist in determining the cause of the reported problem; (3) correction of data file problems; and (4) downloading Error Corrections or Enhancements.

- c. **Universe Support.** CompuTrust will provide support for Universe. Such support is included in Universe Maintenance as defined in the Exhibit A.

6.3. Latest Version. You are only eligible for Support, if you install the most current Update of the Program within Forty Five Days (45) days of delivery of such Update to you. CTSC is not obligated to provide Support for prior versions of the Program after such 45 day period.

6.4. Enhancements. Program enhancements may be requested through the user group. Such enhancements will be made at the discretion of CTSC. Custom enhancements (not requested through the user group) will be charged at the per diem rates defined in Exhibit A.

6.5. Error Reports. Error Reports to CTSC are not counted towards your annual support hours. You agree, if requested by CTSC, to submit an Error Report that identifies the problem and describes the steps needed to reproduce the Error ("Error Report"), in addition to a listing of output and any other data that CTSC may require in order to reproduce any Error, and the operating conditions under which the Error occurred or was discovered.

7. MATTERS NOT COVERED BY SUPPORT

7.1. The following matters are not covered as part of your Monthly Usage Fee Support. If you request any of the following services, CTSC will charge at the prevailing per diem rate:

- a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program;
- b. Any problem caused by your modifications to any version of the Program;
- c. Any problem resulting from computer software other than the Program;
- d. Any problem relating to your computer hardware or peripherals; This is to include printers. Adding, modifying and deleting printers to your network is expressly not covered
- e. Any problems relating to older unsupported versions.
- f. Any support resulting from a system crash. This includes rebuilding from a backup. Restoring after a system failure or reloading software as a result of not having a reliable backup.
- g. Reloading software other than CompuTrust as a result of system upgrade. Assistance with reloading CompuTrust after a system upgrade is available if scheduled in advance. This support is limited to two hours and CTSC reserves the right to request a PO for further assistance in excess of two hours.
- h. Assistance with backups of the data or the operating system.
- i. Administration and any support/training of the operating system.
- j. Initial or reinstallation of the operating system.
- k. CompuTrust Support as a result of users not reconciling their bank account(s) in a timely manner.

- i. CompuTrust support as a result of users not running the DBR and resolving balancing issues in a timely manner.

7.2. CTSC reserves the right to charge additional service fees if you seek assistance for matters that do not directly relate to the operation of the Program. CTSC does not hold itself out as a professional expert and adviser regarding your computer hardware, Third Party Software, computer peripherals or information needs. In particular, CTSC does not support your printers. CTSC is not responsible for obsolescence of the Program that may result from changes in your requirements.

8. FEES AND TERMS OF PAYMENT

8.1. Annual Usage Fee (Includes Support and Updates). The Annual Usage Fee is defined in Exhibit A ("Annual Usage Fee"), and is payable in monthly installments ("Monthly Fee") or per annum with a 5% discount, based upon the number of users. The Annual Usage Fee includes telephone Support and Updates as released by CTSC from time to time.

8.2. Responsibility for Monthly Usage Fees. You agree to pay the Monthly Usage Fees regardless of whether you seek reimbursement for such costs from individual cases or clients. CTSC does not accept any payments from your clients.

8.3. Responsible for Third Party Software Maintenance Fees. You agree to pay annual fees for Third Party Software support and maintenance

8.4. Per Diem Fees. CTSC's current per diem rate is defined in Exhibit A and applies to on site training, on site Installation and on site consulting services, custom programming.

8.5. Other Charges. Usage fees do not include travel expenses incurred while providing services to you under this Agreement, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and/or such expenses are incurred, upon receipt of invoice from CTSC. CTSC reserves the right to require prepayment or advance deposit for services and/or expenses.

8.6. Taxes. The fees listed in this Agreement do not include taxes. In the event CTSC is required to pay sales, use, property, value-added or other taxes based on licenses or services granted to you under this Agreement or on your use of the Program, Third Party Software or services, then such taxes shall be billed to and paid by you, unless you provide CTSC certification of your tax-exempt status.

8.7. Price Increases. After the Initial Term, CTSC reserves the right to increase or decrease its Fees provided, however, that CTSC shall not adjust its fees more often than once each year after the Initial Term, and CTSC shall provide you with at least sixty (60) days' notice of any proposed adjustment. Any price increase shall not exceed the Cost of Living Index, for the Bay Area, Northern California.

8.8. Late Charges. If any fee or cost is not paid within thirty (30) days after it is due, CTSC may, at its option, charge interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law, from the date such fee or charge first became due.

9. TERM AND TERMINATION

9.1. Term of License. The initial term of this Agreement is one year ("Initial Term"), and shall automatically renew for successive one year terms, from year to year thereafter unless terminated according to the terms of this Agreement.

9.2. Termination Without Cause. Either party may elect to terminate this Agreement upon ninety (90) days written notice, prior to the renewal of any one (1) year term.

9.3. Termination for Material Breach. This Agreement may be terminated for material breach as follows:

- a. Failure to pay any moneys due CTSC under this Agreement, within thirty (30) days of receipt of written notice of such failure from CTSC;
- b. The non breaching party may terminate this Agreement for breach of any material term, condition, or covenant in this Agreement if the breaching party has failed to cure such breach within thirty (30) days receipt of written notice of such failure;
- c. Either party may terminate this Agreement in the event the other party: (i) is or becomes insolvent, (ii) is or becomes a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of you, if such proceeding has not been dismissed within 30 days, or (iii) makes a general assignment for the benefit of creditors;
- d. CTSC may terminate this Agreement immediately upon written notice for your breach of Section 10 (Proprietary Protection); or
- e. CTSC may terminate this Agreement immediately upon written notice if you have breached this Agreement by underreporting the number of active cases using the Program Section 3.1 (Verification).

9.4. Consequences of Termination. Upon termination, you agree to stop using the Program and destroy all copies in your possession, and shall certify your compliance in writing, signed by an authorized representative of your organization, within five (5) days of the date of termination. You shall be responsible for taking adequate precautions to prevent any loss of your own data. Upon termination, all payments due CTSC shall immediately be due and payable, and any balance of the Annual License Fee shall be accelerated and payable immediately. You agree to pay all costs incurred by CTSC in collecting such fees including reasonable attorneys fees.

9.5. Right to Disable Software. In the event that you either fail to cure any material breach in the times specified above, CTSC reserves the right to electronically disconnect your use of the Program, until such breach is cured.

10. PROPRIETARY PROTECTION

10.1. Ownership. CTSC shall have sole and exclusive ownership of all right, title, and interest in and to the Program and User Materials, all copies thereof, and all modifications, and Updates (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the rights and license expressly granted to you under this Agreement. This Agreement does not provide you with title or ownership of the Program, but only a right of limited use.

10.2. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized

by CTSC, under this Agreement. You may not reverse assemble, reverse compile, or otherwise translate the Program.. Your license may not be transferred, leased, assigned, or sub-licensed without CTSC's prior written consent, except for a transfer of the Program in its entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program anywhere but your Site without CTSC's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program to another location temporarily in the event of an interruption of computer operations at your Site. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by CTSC, your license is automatically terminated. You acknowledge that, in the event of your breach of any of the foregoing provisions, CTSC will not have an adequate remedy in money or damages. CTSC shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. CTSC's right to obtain injunctive relief shall not limit its right to seek further remedies.

11. WARRANTY

11.1. Limited Warranty. CTSC warrants for a period of ninety (90) days from the date of Installation of the Program, for your benefit alone, that the Program, when operated with the equipment configuration and in the operating environment specified by CTSC, will perform substantially in accordance with the Documentation for that version of the Program. CTSC does not warrant that the Program will be Error-free in all circumstances. In the event of any material defect or Error covered by such warranty, you agree to provide CTSC with sufficient detail to allow CTSC to reproduce the defect or Error. The term "Material Defect" shall mean a defect or Error that either prevents use of the Program, or seriously impacts the use of the Program. As your exclusive remedy for any Material Defect or Error in the Program covered by such warranty, and as CTSC's entire liability in contract, tort, or otherwise, CTSC will correct such Error or defect at CTSC's facility by issuing corrected instructions, a restriction, or a bypass. If CTSC is unable to correct such Material Defect or Error after a reasonable opportunity, at your sole option, CTSC will refund the Annual License Fees paid for such Program. However, CTSC is not responsible for any Material Defect caused by your modification, misuse, or damage to the Program.

11.2. Limitation Of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, CTSC SHALL HAVE NO LIABILITY FOR THE PROGRAM OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; CTSC MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND CTSC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of CTSC to you for all claims relating to the Program and any services rendered under this Agreement, in contract, tort, or otherwise, shall not exceed the total amount of all Usage Fees paid to CTSC for the Program or services within the prior year. This limitation shall not apply to the indemnification in Section 12 below. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

12. INDEMNIFICATION

12.1. Indemnification. If a third party claims that the Program infringes any U.S. patent, copyright, or trade secret, CTSC will (as long as you are not in default under this Agreement or any other agreement with CTSC) defend you against such claim at CTSC's expense and pay all damages that a court finally awards, provided that you promptly notify CTSC in writing of the claim, cooperate with CTSC, and allow CTSC to control the defense or any related settlement negotiations.

12.2. Right to Cure. If such a claim is made or appears possible, CTSC may, at its option, secure for you the right to continue to use the Program, modify or replace the Program so they are non-infringing, or, if neither of the foregoing options is available in CTSC's judgment, require you to return the Program at CTSC's cost, or to destroy the Program, for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license.

12.3. No Obligation. However, CTSC has no obligation for any claim based on a modified version of the Program or their combination, operation, or use with any product, data, or apparatus not provided by CTSC. **THIS PARAGRAPH STATES CTSC'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

13. MISCELLANEOUS

13.1. Notices. All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided on the first page of this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

13.2. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

13.3. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

13.4. Attorneys' Fees. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

Exhibit A

Dated:

Minimum Number of Users: 31

Number of Users Authorized: 31

REQUIREMENTS FOR REMOTE DIAGNOSTICS:

VPN or Web Ex access for remote troubleshooting and support.

COMPUTRUST ANNUAL USAGE FEES for CTVB

PRODUCT/ SERVICE	# of Users	Minimum Term	Monthly Fee	Payment Terms
Annual Usage Fees	31	12 months effective	\$3,581 per month or \$ annually	A 5 percent (5%) discount applies for annual pre-payment.

UNIVERSE ANNUAL MAINTENANCE FEES

3rd PARTY SOFTWARE		
UniVerse Support and Maintenance	\$76.25 per user per annum.	Payable upon execution of this Agreement.

COMPUTRUST PER DIEM FEES

Per diem rate for on site training, on site Installation and on site consulting services, custom programming	\$1,400/day
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ACCEPTED BY:

Signature

Print Name and Title

Date:

APPROVED BY COMPUTRUST SOFTWARE CORPORATION



Mark A. Conrado, CFO

Date: 9/24/13