EDWARD A. DION, CPA, CIO
COUNTY AUDITOR
edion@epcounty.com
www.epcounty.com/auditor

County Administrative Offices
800 East Overland Street, Rm. 406
EL PASO, TEXAS 79901-2407
(915) 546-2040
(915) 546-8172 FAX

12-18

December 13, 2011

The Honorable Delia Briones
County Clerk
Room 105, County Courthouse Building
500 East San Antonio
El Paso, Texas 79901

Dear Mrs. Briones:

It would be appreciated if you would place the following item on the consent agenda for the commissioners court meeting to be conducted on Monday, December 19, 2011:

Approve and authorize the County Judge to sign KK-11-545, a contract with CobbleStone Systems Corporation, for licensing of the Contract Insight Contract Management Software. The initial term is January 1, 2012 to December 31, 2014 with three 1-year options to extend thereafter.

Your assistance with this agenda item will be appreciated.

Very truly yours,

Edward A. Dion
County Auditor

EAD:ya

Attachment

cc: The Honorable Veronica Escobar, County Judge
       The Honorable Anna Perez, County Commissioner
       The Honorable Sergio Lewis, County Commissioner
       The Honorable Daniel R. Haggerty, County Commissioner
       The Honorable Willie Gandara, County Commissioner
       Mrs. Lee Shapleigh, Assistant County Attorney

COMMISSIONERS COURT
COMMUNICATION

SUBJECT:

Approve and authorize the County Judge to sign KK-11-545, a contract with CobbleStone Systems Corporation, for licensing of the Contract Insight Contract Management Software. The initial term is January 1, 2012 to December 31, 2014 with three 1-year options to extend thereafter.

BACKGROUND/DISCUSSION OF TOPIC:

This contract system will consolidate current processes utilized by County Departments and will be used to streamline contract creation, modification, tracking, and reporting. It will also provide real-time, online access to contract data, thus improving the timeliness, accuracy, efficiency, and cost effectiveness of contract management.

This system will also be used by the Purchasing Department to track and manage procurement details related to Formal Bids, Request for Proposals, and Request for Qualifications. This can be expanded (if desired) in the near future to also include tracking and managing details related to Request for Information, Cooperative Purchases, and Informal Bids/Quotes.

FISCAL IMPACT:

Funding Source: CDP-6304 (Software Agreements)
Year 1: $29,866.80
Year 2: $4,176.69
Year 3: $4,385.52*
Year 4: $4,604.80*
Year 5: $4,835.04*
Total: $45,368.86*

* Estimated five year total. Initial contract term is 2 years with three, one-year extension options.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

February 7, 2011 – Motion #14 (Item #19): Approved solicitation of proposals (RFP 11-018)
July 25, 2011 – Motion #28 (Item #43): Approved rejection of all bids, authorized informal bids
October 14, 2011: Purchase Order issued to CobbleStone Systems Corp. (PO1200203) for Year 1 costs

RECOMMENDATION:

Approval of contract KK-11-545.

SUBMITTED BY:	Edward Hyatt, Contract Administration Manager

COUNTY LEGAL REVIEW FORM

KK-11-545

Contract Description: Auditor/Cobblestone Systems/contract Mgmt
                                   software.

COUNTY ATTORNEY ACTION**

**Requested Amendments/Clarifications: We assume you have submitted any
questions or comments you have regarding the terms of the contract, as well as any
specific provisions to which you object, or which you want to have changed.

_____X_____ Approved as to Form as Submitted
_____ _____ Approved as to Form with Amendments/Modifications/Reservations Noted
Below*
_____ Not Approved

Approved as revised per discussions between county attorney and Auditor's office.

This document has been given legal review by the El Paso County Attorney's Office on
behalf of the County of El Paso, its officers, and employees. Said legal review should
not be relied upon by any person or entity other than the County of El Paso, its officers,
and employees.

Kevin McCary
Assistant County Attorney

Kevin McCary
Assistant County Attorney
General Counsel Unit
Jo Anne Bernal, County Attorney
500 E. San Antonio, Suite 503
El Paso, TX 79901
V: 915-546-2081
F: 915-546-2133

CobbleStone Systems
Contract Insight Contract Management Software

THE ULTIMATE WEB-BASED CONTRACT MANAGEMENT SOLUTION

12/5/2011 – Confidential Pricing Offer Letter

Mr. Edward Hyatt
County of El Paso Texas
800 E. Overland, Suite 300
El Paso, Texas 79901

Thank you for contacting CobbleStone Systems Corp. and inviting us to present Contract Insight ™ Enterprise Contract Management Software to you and your team. It is a pleasure to present the attached quotation for Licensing of Contract Insight that includes; Contract Tracking, e-mail alerts, calendaring, authoring, workflow tasks, security, document management, scanning, searching and reporting. Attached is the full agreement with pricing as well.

The attached proposal and license is for the client installed options of Contract Insight™, contract management software. Full pricing is in Exhibit A towards the back. ***Please let me know if we should price other options if your organization's requirements change.***

CobbleStone has been providing contract management solutions since 1995 and has years of client feedback and industry knowledge. CobbleStone is trusted by hundreds clients and thousands of users.

Contract Insight™ is a great addition to an organization's needs and offers: contract tracking, user-defined fields, custom reports, e-mail alerts, tasks and checklists, security, document scanning and management, workflow, financials, searching, full text indexing, web platform, web calendaring, and more. We feel that our expertise and product may be a good match for your requirements and look forward to present our system to you and your team.   Please contact me if there are any questions or if you would like to proceed. To proceed, please sign and fax this agreement to my attention. We look forward to working with you and your team.

Sincerely,

Corey J. Friebis
CobbleStone Systems Corp – Leaders with Contract Management Software!
866-330-0056 Office | 609-482-8023 Fax
cfriebis@cobblestonesystems.com

To proceed:

1. Complete signature block information located at the end of this document
2. Fax complete agreement to Tara Rosenberg at 609-482-8023.
3. Upon our acceptance of your executed copy of the contract, Company will countersign this document and fax it back to you and schedule the pre-installation conference call.

SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this **19th** day of **December 2011**, (the "Effective Date") by and between, **CobbleStone Systems Corp.,** a New Jersey corporation, with principal offices at 114 East Clements Bridge Road, Runnemede N.J. 08078 United States of America ("Company"), and **County of El Paso Texas**, ("Licensee").

BACKGROUND

The purpose of this Agreement is to allow Licensee and those of its employees and consultants whose offices are located at Licensee's facilities in the United States ("End-Users") to utilize the compiled code form of the Company product described on Exhibit A hereto (the "Licensed Software"). Licensee may only use the Licensed Software for its business purposes and may not try to resell or redistribute the Licensed Software outside of Licensee's corporation.

1.   License

1.1   License Grant. Subject to the terms and conditions set forth in this Agreement, Company hereby grants to Licensee a nonexclusive, nontransferable, Concurrent, perpetual license during the term of this Agreement to install the number of copies and to utilize the number of Licenses of the Licensed Software ordered under Section 2.1. Licensee may only distribute the Licensed Software electronically over its network. End-Users may remotely access the network.

1.1.1   License. This software program (the "Program") and the accompanying documentation (the "Documentation") are licensed, not sold, to Licensee. The term "Program" shall also include any Updates of the Program licensed to Licensee by Company. Subject to the terms of this Agreement, Licensee has a non-exclusive and nontransferable right to use the Program and Documentation. Licensee may use this Program on a single server located in the United States and its territories or any other country to which this Program is legally exported.   This Program is "in use" and considered "one copy" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard drive, CD-ROM or other storage device) of one computer or if Licensee permanently installs the Program on the hard disk or other storage device of a computer or a network server or accessed by another computer. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Program and Documentation from unauthorized disclosure or use. Company reserves all rights not expressly granted to Licensee.   Licensee shall not add more Concurrent end-users on the Licensed Software than the number of Concurrent Licenses for which it has paid a License Fee as defined in Section 2.1. Licensee shall not exceed the scope of the license granted in **Sections 1.1 and 1.2.** Licensee shall not export the Licensed Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Licensed Software, Documentation, any modifications thereto or any related materials to Licensee or to any third party. Company and its licensors own and shall retain all right, title and interest in such materials except as specifically granted herein. Licensee shall retain all markings on Licensed Software and Documentation, including but not limited to, Company name, copyright and trademark notices and as otherwise necessary to protect Company intellectual property rights.

1.1.2 Limitations of Use. Licensee may not rent, lease, sell or otherwise transfer or distribute copies of the Program, Program dependencies, or documentation to others. Licensee may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code, or Program dependencies.

1.1.3 Backup and Transfer. Licensee may make copies of the Program for backup and archival, including disaster recovery and testing purposes. Licensee may backup Data where necessary to ensure the safety and integrity of Program and Data. This includes tape drive and off-site backups. Licensee may physically transfer the Program from one network server to another, and Licensee may hold a copy of Program on another network server for reasons of testing and development, provided that Licensee does not retain any additional copies of the Program other than purchased, (Exhibit A) which are being utilized (1.1.1) by Licensed End Users.

1.2 Definitions. For the purposes of this Section, the following shall apply:

(i) Update. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed Software and (ii) any new version of the Licensed Software designated by a change in the version number to the right of the first decimal place. Updates do not include new versions of the Licensed Software designated by change in the version number to the left of the first decimal place or any Company software, which constitutes a separate product by virtue of different features or functionality.

(ii) Maintenance. The term "Maintenance" means all support and Updates provided during the maintenance Period.

(iii) Maintenance Period. The term "Maintenance Period" means any one-year period commencing on purchase of the Licensed Software or any anniversary thereof. The first Maintenance Period and any Maintenance Period for which Licensee has paid the Maintenance Fee for each copy of Licensed Software ordered on or before the beginning of such period shall be a "Paid Maintenance Period".

(iv) Concurrent End Users. A "Concurrent End User" ("Concurrent User") is defined as the total number of users accessing the Licensed Software within a specified Server Session time-out period.

(v) End Users. An "End User" is defined as the total number of users accessing the Licensed Software within a specified Server Session time-out period.

(vi) Server Session. A Server Session is the time period set on the Licensed Software server that defines the length in time a user can remain in the system during a user active and in-active periods.

1.3 Documentation. Licensee is hereby granted the right to reproduce the user manuals and other written materials created by Company to describe the functionality and use of the Licensed Software (the "Documentation") and to distribute copies of the Documentation in soft form or in print to End-Users.

1.4 Licensee Responsibility. Licensee expressly agrees to be fully responsible for compliance by the End-Users with the applicable terms of this Agreement.

1.5 Modification. Licensee shall not have the right to modify the Licensed Software or merge it with other software it owns or licenses ("Modification") without the express written consent of CobbleStone.

2. PRICING, PAYMENT AND DELIVERY TERMS

2.1 License Fees.

Initial Order. Licensee agrees to pay Company the sum of $ __23,866.80__ for access to and delivery of the Licensed Software as specified in Exhibit A. Licensee agrees to pay **$ 6,000.00** for additional services and fees specified in Exhibit A. Licensee shall deliver Company a purchase order referencing this Agreement on the Effective Date in the amount set forth in this Exhibit A.

(a) **Subsequent Orders.** Licensee agrees to pay Company per user license by obtaining an additional user pricing from Company and submitting to Company a purchase order referencing this Agreement and price quoted to Licensee by Company.

(b) **License Fees.** All fees for Licensed Software modules paid under this Section 2.1 shall be defined as "License Fees".

2.2 Deliverables. Upon receipt of a valid purchase order and the signed Agreement, Company agrees to schedule delivery of Licensed Software within thirty (30) days of receipt of purchase order and signed Agreement. Additionally, Company will provide Documentation accessible via the Internet. Company shall also provide additional services as outlined in Exhibit A.

2.3 Payment. Company shall invoice Licensee promptly following the installation of Licensed Software. All payments hereunder (including services performed in Exhibit A) are due to Company within thirty (30) days of the date of receipt of a correct invoice. Interest charges of 1.50% per month (or the highest rate permissible under applicable law, if less) may accrue daily on all amounts not received when due.

Records and Audits. Licensee agrees to keep all proper records and books of account and all proper entries therein relating to its reproduction and/or distribution of the Licensed Software and serial numbers under this Agreement, including, at a minimum, the following information as to each copy: the name of the individual, company and, department using or reproducing the Licensed Software for distribution, the date of delivery of the copy to an End-User, and the name and location of the End-User. Company reserves the right to engage a third party, independent auditor to conduct audits in order to verify that the terms of this Agreement are being met. On no less than 10 days' prior written notice and no more than once annually, Company may retain an independent certified public accountant, assisted by an independent computer expert reasonably acceptable to both parties, to audit the computers and applicable records of Licensee in order to verify that Licensee is in compliance with the terms of the License granted under this Agreement. At Company request, Licensee will provide a knowledgeable employee to assist in such audit; provided, however, that if such audit reveals that Licensee has underpaid amounts owing to Company hereunder, the underpaid amounts (the "Shortfall") shall be considered due and payable as of the day each of the payments should have been made under the Agreement and shall bear interest from such date at a rate of **1.5**% per month or the maximum allowed by law, whichever is less ("Interest").

2.4 **Shipping**. Licensed Software and Documentation will be shipped electronically.

3. **SUPPORT**

3.1 **Telephone Support**

(a) **Primary Support.** Licensee agrees to assume full responsibility for providing first line support to its End-Users and/or to third parties to whom Licensee has distributed the Licensed Software.

(b) **Secondary and Tertiary Support.** During each twelve-month period for which the Maintenance Fee (as defined in Section 3.3 below) has been paid (each such period being a "Maintenance Period"), Company shall provide technical support to the Contacts (defined in Exhibit B). The first Maintenance period shall commence upon the purchase of the software and shall expire on the first anniversary of such period. Upon receipt of a call requesting support and verification of the Contact's account number, Company shall provide no later than the next business day response time for standard telephone and email support to the Contacts between the hours of **9:00** a.m. and **7:00** p.m. **EST** time, Monday through Friday (excluding public holidays). Company will provide support only to the Contacts and no other individuals within the Company or third parties to whom Licensee has distributed the Licensed Software. Company will only provide support for versions of the Licensed Software modified and supplied by Company. Company will only provide support related to Company licensed products and functionality related to such licensed products. All other support shall be excluded from this agreement and provided on a fee basis.

(c) **Contacts.** Upon payment of the Maintenance Fee as per Exhibit A, Licensee shall be entitled to support for one primary contact ("Primary Contact") one secondary contact ("Secondary Contact") and a Third ("Tertiary Contact") contact (the "Contacts"). Company hereby grants the Contacts the right to make unlimited email support calls and telephone support calls during operational hours as defined in Section 3.1 above. Licensee may change Contacts at any time by providing written notice to Company**.**

3.2 **Maintenance and Updates.**

(a) **Delivery of Updates.** For any period in which Licensee has paid the Maintenance Fee (or the relevant pro-rata portion thereof in accordance with Section 3.3), Company shall deliver Licensee electronically each Update for each copy of Licensed Software.

(b) **License to Updates.** Company hereby grants Licensee a nonexclusive, nontransferable license during the term of this Agreement to use the Updates delivered under this Section 3.2 to provide primary technical support and training to End Users and to reproduce and distribute the Updates to End Users, provided that the License Fees for the underlying copies of Licensed Software have been paid.

(c) **Response Time.** Company agrees to next day response time on all support and maintenance calls and emails during Company's normal work week, Monday thru Friday, 9:00am to 5:00pm Eastern Standard Time, excluding Holidays.

3.3 Maintenance Support Fees

Payment. The Maintenance and Support Fee is defined in Exhibit A. Licensee is entitled to support and the right to receive and distribute Updates during the Paid Maintenance and Support Period as outlined in Exhibit A. If Licensee orders additional copies or users licenses of Licensed Software during any Paid Maintenance and Support Period, Licensee shall submit a purchase order in the amount of a pro-rata portion of the Maintenance and Support Fee for each additional copy of the Licensed Software concurrently with the purchase order for such new copies of the Licensed Software. The pro-rata portion of the Maintenance and Support Fee shall be calculated by multiplying the full Maintenance and Support Fee for each new copy of Licensed Software by a fraction equal to the remaining amount of time in the Paid Maintenance and Support Period.

Rate. The Company reserves the right to increase Maintenance and Support fees. During the initial term, and any option term, rates shall be in accordance with the Five Year Cost Schedule, attached here to as Exhibit A. Increases shall not exceed five (5) percent, upon renewal after the expiration of the initial term and any option period. CobbleStone reserves the right to increase maintenance fees with 30 days written notice prior to renewal. Maintenance fees shall not increase more than 5% in any calendar year.

Contingent Funding Availability Clause. Cobblestone acknowledges that the County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the County may terminate this Agreement without penalty or further payment, upon 30 days written notice to Cobblestone, to be effective on September 30th of the then current fiscal year.

4. REQUIRED MARKINGS AND TRADEMARKS

4.1 Trademarks. Company and its licensors shall have and retain sole ownership of Company logo, trade names and trademarks ("Trademarks"), Copyrights, including the goodwill pertaining thereto.

4.2 Required Markings. Licensee shall display the Company name and logo, and any other Company trademarks and trade names reasonably requested by Company on each screen, disk or CD which contains the Licensed Software or Documentation and each package label. Additionally, to ensure that Licensee's End-Users contact Licensee directly for technical support, Licensee must include its technical support email address in the help function, in the Navigation Menu Bar. Licensee shall not remove any proprietary rights notices from the Licensed Software or Documentation.

5. WARRANTY

5.1 Licensee Warranty. Licensee hereby represents and warrants that (i) Licensee is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) this Agreement is a legal and valid obligation binding upon

Licensee and enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement by Licensee does not conflict with any agreement, instrument or understanding, oral or written, to which Licensee is a party or by which Licensee may be bound and does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

5.2 **Company Warranty.** Company warrants that it has all the necessary right, title and interest in and to the Licensed Software and related documentation to enter into this License Agreement. Company warrants that for a period of thirty (30) days following delivery of the Licensed Software by Company, the Licensed Software shall perform in all material respects in accordance with its Documentation or other written representation made for it by Company and the Master Files shall be free from all known material defects in materials and workmanship. In the event of any such defects, Company agrees to, at the Company's sole discretion, attempt correct the defect within 90 days or refund Licensee's payment in full for License Fees; provided, however, that Company is notified in writing of such defects within 30 calendar days of installation of the Licensed Software by CobbleStone. Company warrants that the Licensed Software will perform in accordance with the Company related documentation, specifications, descriptions, standards and objectives set forth in Exhibit D. Company warrants that the Licensed Software is compatible with the hardware and software specifications listed in Exhibit C. Due to the complex nature of computer software and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software equipment and software configurations. Licensee expressly assumes all risk for such use.

COMPANY MAKES NO OTHER WARRANTIES, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

6. INDEMNITY

To the extent permitted by the laws and the constitution of the State of Texas, particularly Section 7 of Article XI of the Texas Constitution, and with the mutual understanding that the County of El Paso is a political subdivision of the State of Texas and that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for the payment of this indemnity obligation, the Licensee agrees to indemnify, defend and hold Company, its Affiliates, their agents, customers, officers, directors and employees harmless from any and all costs, liabilities and damages (including reasonable attorney's fees) caused by or arising out of a claim brought or threatened against Company, its agents and employees for Licensee's use of the Licensed Software, Modifications, and Updates, as delivered by Company.

7. LIMITATION OF LIABILITY

7.1 **Waiver of Consequential Damages.** IN NO EVENT WILL COMPANY BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THE LICENSE HEREUNDER.

7.2 **Limitation of Liability.** COMPANY TOTAL LIABILITY TO LICENSEE OR ANY THIRD PARTY HEREUNDER SHALL NOT EXCEED THE LICENSE FEES PAID HEREUNDER.

8. TERM

1. **Term.** This is a perpetual Agreement for the Licensed Software. This contract is for an initial term of two (2) years beginning January 1, 2012 and continuing until December 31, 2014. County's financial obligations under this contract shall terminate at the end of the contract unless otherwise agreed in writing.

2. **Renewal Options.** County shall have three (3) one-year renewal options. Provided that County is not then in default under the terms of this Agreement, County shall have three (3) consecutive 1-year Renewal Options to extend the Term of the Agreement ("Renewal Term"). Any Renewal Term(s) shall immediately follow the expiration of the Term, or Renewal Term, as applicable. Subject to the foregoing, the Renewal Options shall be exercisable by the County by providing Cobbleston with written notice of the Counties's election to exercise the Renewal Options on or before the 30th day preceding the last day of the Term, or Renewal Term, as applicable.

The Renewal Term(s) shall be on the same conditions and provisions provided for in this Agreement. Any rate increases with respect to Maintenance and Support Fees shall be in conformance with paragraph 3.3 of the main agreement.

8.1 **Termination for Cause.** Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

(a) by Company, effective upon 30 days written notice, if Licensee fails to pay the amounts due to Company pursuant to Section 2 hereof;

(b) by either party, effective immediately upon written notice if the other party commits any material breach of the terms hereof which, in the case of a breach capable of remedy (except as set forth in (a) above), shall not have been remedied within 30 days of the receipt by the party in default of notice specifying the breach and requiring its remedy; or

(c) by either party effective immediately upon written notice (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or (iii) the other party is adjudged bankrupt

8.2 **Termination During Trial Period.** There shall be a period of thirty (30) days commencing with the date of delivery of the Licensed Software, for the purpose of allowing Licensee to evaluate the Licensed Software to determine, in its sole discretion and to its sole satisfaction, whether the Licensed Software is suitable for Licensee's intended use thereof. Company further warrants that, during this thirty (30) day period, where Licensee is not satisfied with Program, Licensee may notify the Company in writing, return Program, and receive a full refund for License Fees excluding Training, Data Transfer, Installation, and Services Fees.

8.3 **Effect of Termination.** Upon termination Licensee shall be entitled to distribute the Licensed Software over their business network to End Users for a period not to exceed thirty (30) days from the date of termination, but shall have no right to receive a refund of any of the fees paid hereunder, except for Termination During Trial period as outlined in 8.3. Except, as specifically set forth in this Section 8.4, the termination of this Agreement, for whatever reason, shall act to terminate the licenses granted in Section 1.1 and 1.2 of this Agreement. Upon expiration or termination of the Agreement, Company shall have and hereby reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized reproduction, distribution or use of the Licensed Software and Documentation.

9.   CONFIDENTIALITY

9.1 **Confidentiality of Company's Information.** During the term of this Agreement, and for a period of three (3) years thereafter, Licensee will maintain in confidence any confidential or proprietary information of Company disclosed to it by Company, including, without limitation, any information regarding scientific, engineering, manufacturing, marketing, business plan, financial or personnel matter relating to Company, whether in oral, written, graphic or electronic form ("Confidential Information"). Licensee will not use, disclose or grant use of any Confidential Information except as expressly authorized by Company. To the extent Company authorizes any disclosure, Licensee will obtain prior agreement from its employees, agents or consultants to who Licensee intends to disclose such information. Such employees, agents and consultants shall hold such information in confidence and shall not make use of such information for any purpose other than those permitted by Company.   Licensee will use at least the same standard of care as it uses to protect its own similar Confidential Information to ensure that such employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. Licensee will promptly notify Company upon discovery of any unauthorized use or disclosure of the Confidential Information.

9.2 **Confidentiality of Licensee's Information.** Company agrees that any and all information in any form that is provided to Company or any Company representative by Licensee as part of this Agreement or learned by Company or any Company representative during the course of this Agreement is provided and received in confidence, and Company will at all times preserve and protect the confidentiality of such information, and of any other proprietary or non-public information of or relating to Licensee, its employees, agents or its related companies of which Company or any Company representative becomes aware or acquires during the performance of this Agreement. Company also agrees that it will take all necessary steps to ensure that such confidential information will not be disclosed to, or used by any person, association or entity except Company's own employees, and then only to the extent necessary to permit Company to perform this Agreement. Further, Company agrees to keep this Agreement and all its terms and conditions strictly confidential. The confidentiality and non-disclosure obligations contained herein will survive and continue after termination of this Agreement or any related Agreements the parties may execute, and will bind Company's legal representatives, successors and permitted assigns.

9.3 **Exceptions.** The obligations of confidentiality will not apply to the extent that either party can establish by competent proof that such Confidential Information:

(a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement; or,

(d) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the disclosing party not to disclose such information to others.

(e) In addition, the parties acknowledge that Licensee is a governmental entity. As such, the parties acknowledge and agree that Licensee is subject to The Texas Public Information Act, the rules of discovery in the Texas Rules of Civil Procedure and the Texas Code of Criminal Procedure, and other laws that may require disclosure. The parties agree that Licensee may disclose information if: (1) ordered to do so by any court; (2) ordered to do so by the Texas Attorney General or, (3) the El Paso County Attorney determines that such disclosure is required to comply with the Texas Public Information Act or other relevant law.

9.4   Remedy. An infringement or other violation of a party's proprietary rights by the other party, including disclosure of any of a party's Confidential Information in violation of the terms of this Agreement ("Proprietary Rights Violation"), may cause immediate and irreparable injury, loss and/or damage to the non-disclosing party for which an adequate remedy at law may not exist. Therefore, in the event of an actual or threatened Proprietary Rights Violation by a party, through any means whatsoever, the other party may obtain from a court of competent jurisdiction specific performance and/or temporary or permanent injunctive relief to prevent a Proprietary Rights Violation without the necessity of showing irreparable harm.

10.   MISCELLANEOUS

10.1   Modification and Amendment. Except as otherwise set forth herein, this Agreement may be modified or amended only in writing by the consent of both parties.

10.2   Survival. Sections 1.3, 2.3, 6, 7, 8, 9, and 10 shall survive termination of this Agreement.

10.3   Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Texas In the event of a dispute requiring court resolution, venue and jurisdiction shall lie in El Paso County, Texas. The parties expressly waive the United States Convention for the International Sale of Goods.

10.4   No Partnership of Joint Venture. No agency, employment, partnership, joint venture, or other joint relationship is created hereby, it being understood that Licensee and Company are independent contractors vis-à-vis one another and that neither has any authority to bind the other in any respect whatsoever.

10.5   Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or

interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the party's reasonable control.

10.6   Export Control. The parties acknowledge that the Licensed Software may be subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, and hereby agree to obey any and all such a laws. The parties agree to comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, and with all applicable foreign laws relating to the use, importation, licensing or distribution of the Licensed Software.

10.7   Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by postal to the other party at the address set forth below (or such other address as indicated by Company from time to time).

COMPANY:
CobbleStone Systems Corp.
144 East Clements Bridge Road
Runnemede NJ 08078

LICENSEE:
COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901

10.8   Assignment. Neither party may assign this Agreement or any of its rights, duties or obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign its rights and delegate its obligations under this Agreement without the consent of the other party to a purchaser of all or substantially all of its voting stock or capital assets or to an entity with which such party merges or is consolidated or, in the case of Licensee, in whole or in part, to any Affiliate of Licensee upon written notice to Company specifying the name of the assignee and its location, whereupon the assignor shall no longer be entitled to any rights or benefits or incur any obligations under the Agreement for those copies of the Licensed Software.

10.9   Severability and Waiver. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver (express or implied) by any party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.10 Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, legal counsel has represented each party. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties. This Agreement shall not be interpreted or construed against any party to this Agreement because that party or any attorney or representative for that party drafted this Agreement or participated in the drafting of this Agreement.

10.11 Entire Agreement. This Agreement and all Exhibits referred to herein embody the entire understanding of the parties with respect to the subject matter thereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter thereof.

10.12 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.

10.13 Successors and Assigns. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Company and Licensee.

10.14 Priority. To the extent that the terms and conditions of this Agreement conflict with any written statements or representations made by Company including, but not limited to, those contained in any license agreement contained in shrink-wrapped packages of the Licensed Software or in electronic on-line license agreements, the terms and provisions of this Agreement shall be controlling.

11. DISPUTE RESOLUTION.

11.1 Good Faith Negotiations. Any disputed matter will first be attempted to be resolved by good faith negotiations between local management.

11.2 Mediation. (i) Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement by fraud or otherwise, which claim would, but for this provision, first be mediated through non-binding mediation in accordance with the Mediation Procedure then in effect of the Center for Public Resources ("CPR") available at www.cpradr.org, except where that procedure conflicts with these provisions in which case these provisions control. The mediation shall be conducted in El Paso, Texas. (ii) The mediator shall be neutral, independent and disinterested and shall be selected from a professional mediation firm. (iii) The parties shall promptly confer in an effort to select a mediator by agreement.

11.3 Publicity. Neither party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts as of the date first above written above.

COBBLESTONE SYSTEMS INC.   **LICENSEE: County of El Paso TX**

By: _____   _____
Name: Mark Nastasi   Veronica Escobar
Vice President   El Paso County Judge

                                                            ATTEST;

                                                            _____
                                                                  Delia Briones,
                                                                  El Paso County Clerk

                                                            APPROVED AS TO FORM:

                                                            _____
                                                            Assistant County Attorney

Licensed Software Pricing Notes*:
CobbleStone reserves the right to adjust pricing if there is a pricing mistake; travel, lodging, taxes, and destination fees (if applicable) are not included and will be invoiced directly to client; all services not specified in this agreement are invoiced on a per hour (time and material) basis.

Stated Pricing includes the following components:

vendor/client management, vendor/client rating, workflow management, contracts management, contract request management, contract authoring/drafting, security and permissioning, multi-table ad-hoc searching, online report designer, QuickStats, task management, contract document and file repository, vendor document and file repository, user document and file repository, contract type document and file repository, field manager, user defined tables, field mapper, mass contract transfers, mass task transfers, bulk data importer, budget and cost tracking, contract requesting, dashboards, email alerts. All other modules and functionality are priced separately as add-on modules.

Stated pricing does not include any of the following items which may be purchased separately:
- Application Installation Services and/or Training Services (via Professional Services)
- Application Configuration Services and/or Integration/Interfacing Services (via Professional Services)
- Application Add-on Modules, Gateway Portals, and Integration Connectors

Stated pricing does not include any "Sales & Use" and/or "VAT" Taxes

EXHIBIT A: 5 Year Cost Schedule

Quantity	Components	Unit Price	Extended Price	Annual Support & Maintenance	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	5 Year Grand Total
1	Contract Insight Core System Licenses (one-time Perpetual)	$ 5,550.00	$ 5,550.00	$ 1,110.00	$ 6,660.00	$ 1,165.50	$ 1,223.78	$ 1,284.96	$ 1,349.21	$ 11,683.45
1	Concurrent ADMIN User Licenses (one-time Perpetual)	$ 1,250.00	$ 1,250.00	$ 250.00	$ 1,500.00	$ 262.50	$ 275.63	$ 289.41	$ 303.88	$ 2,631.41
3	Concurrent SUPER Full User Licenses (one-time Perpetual)	$ 875.00	$ 2,625.00	$ 525.00	$ 3,150.00	$ 551.25	$ 578.81	$ 607.75	$ 638.14	$ 5,525.96
8	Concurrent STANDARD Full User Licenses (one-time Perpetual)	$ 750.00	$ 6,000.00	$ 1,200.00	$ 7,200.00	$ 1,260.00	$ 1,323.00	$ 1,389.15	$ 1,458.61	$ 12,630.76
12	Concurrent READ-ONLY User Licenses (one-time Perpetual)	$ 372.00	$ 4,464.00	$ 892.80	$ 5,356.80	$ 937.44	$ 984.31	$ 1,033.53	$ 1,085.20	$ 9,397.28
					$ -	$ -	$ -	$ -	$ -	$ -
0	Solicitation Management Add-on Module Licenses	$ 11,933.40	not selected	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	Vendor/Client Collaboration Gateway Add-on Portal Licenses	$ 7,955.60	not selected	$ -	$ -	$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -	$ -
8	Contract Insight System Installation, Setup, Testing Services	$ 125.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 1,000.00
5	Consultation Services on Active Directory Integration	$ 125.00	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ -	$ 625.00
0	Confirm Requirements & Translate into Specifications Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	User Defined Fields & Tables Setup & Configuration Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Consultation Services on Master Reference Data Importing & Configuration	$ 125.00	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ -	$ 625.00
0	User Permissions Profile Setup & Configuration Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	Contract Template Setup & Configuration Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	Contract Workflow Setup & Configuration Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	FAMIS Third Party Software Integration Services	$ 150.00	not selected	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Legacy & Current Contract Meta-Data Bulk Upload Services (maximum 1,500 Contracts)	$ 125.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -	$ 1,250.00
0	Legacy & Current Contract Attachment Files Bulk Upload Services (maximum 4,000 Contract Attachment Files)	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	User Acceptance Test (UAT) Support & Remediation Services	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	**Remote** Training Services **8 hours total** to be distributed between: Application ADMIN topics Application STANDARD User topics Application READ-ONLY User topics IT ADMIN SUPPORT topics	$ 312.50	$ 2,500.00	$ -	$ 2,500.00					
	Price Quote Fee Totals:		$ 25,889.00	$ 3,977.80	$ 29,866.80	$ 4,176.69	$ 4,385.52	$ 4,604.80	$ 4,835.04	$ 45,368.86

Additional Optional Purchased Licensing (1/1/2012 through 12/31/2012:

Additional Licensing Purchases	Block of 1 to 9 additional per user	Block of 10 to 19 additional per user	Block of 20 to 39 additional per user	Block of 40 to 59 additional per user	Block of 60 to 79 additional per user	Block of 80 to 99 additional per user	Block of 100 to 199 additional per user	Block of 200 to 299 additional per user	Block of 300 to 399 additional per user	Block of 400 + additional per user
ADMIN User Licenses (one-time Perpetual)	$ 1,250.00	$ 1,238.00	$ 1,225.00	$ 1,213.00	$ 1,200.00	$ 1,188.00	$ 1,175.00	$ 1,163.00	$ 1,150.00	$ 1,138.00
ADMIN User Licenses (Annual Support & Maintenance)	$ 250.00	$ 247.60	$ 245.00	$ 242.60	$ 240.00	$ 237.60	$ 235.00	$ 232.60	$ 230.00	$ 227.60
ADMIN User Licenses (First Year Total)	$ 1,500.00	$ 1,485.60	$ 1,470.00	$ 1,455.60	$ 1,440.00	$ 1,425.60	$ 1,410.00	$ 1,395.60	$ 1,380.00	$ 1,365.60
SUPER Full User Licenses (one-time Perpetual)	$ 875.00	$ 867.00	$ 858.00	$ 850.00	$ 840.00	$ 832.00	$ 823.00	$ 815.00	$ 805.00	$ 797.00
SUPER Full User Licenses (Annual Support & Maintenance)	$ 175.00	$ 173.40	$ 171.60	$ 170.00	$ 168.00	$ 166.40	$ 164.60	$ 163.00	$ 161.00	$ 159.40
SUPER Full User Licenses (First Year Total)	$ 1,050.00	$ 1,040.40	$ 1,029.60	$ 1,020.00	$ 1,008.00	$ 998.40	$ 987.60	$ 978.00	$ 966.00	$ 956.40
STANDARD Full User Licenses (one-time Perpetual)	$ 750.00	$ 743.00	$ 735.00	$ 728.00	$ 720.00	$ 713.00	$ 705.00	$ 698.00	$ 690.00	$ 683.00
STANDARD Full User Licenses (Annual Support & Maintenance)	$ 150.00	$ 148.60	$ 147.00	$ 145.60	$ 144.00	$ 142.60	$ 141.00	$ 139.60	$ 138.00	$ 136.60
STANDARD Full User Licenses (First Year Total)	$ 900.00	$ 891.60	$ 882.00	$ 873.60	$ 864.00	$ 855.60	$ 846.00	$ 837.60	$ 828.00	$ 819.60
READ-ONLY Full User Licenses (one-time Perpetual)	$ 375.00	$ 372.00	$ 368.00	$ 364.00	$ 360.00	$ 357.00	$ 353.00	$ 349.00	$ 345.00	$ 342.00
READ-ONLY Full User Licenses (Annual Support & Maintenance)	$ 75.00	$ 74.40	$ 73.60	$ 72.80	$ 72.00	$ 71.40	$ 70.60	$ 69.80	$ 69.00	$ 68.40
READ-ONLY Full User Licenses (First Year Total)	$ 450.00	$ 446.40	$ 441.60	$ 436.80	$ 432.00	$ 428.40	$ 423.60	$ 418.80	$ 414.00	$ 410.40

Extended Application Functionality Additional Licensing Purchases	Extended Functionality Module / Gateway Portal / Connector / Component Licensing	Extended Functionality User Licensing	Extended Functionality Annual Support & Maintenance
Solicitation Management Add-on Module License (one-time Perpetual)	$5,550.00	50% of Total Owned User Licensing Fees	20% per year
Document Authoring & Creation Add-on Module License (one-time Perpetual)	$5,550.00	15% of Total Owned User Licensing Fees	20% per year
Vendor/Client Collaboration Add-on Gateway Portal License (one-time Perpetual)	$6,995.00	30% of Total Owned User Licensing Fees	20% per year
Public Access Add-on Gateway Portal License (one-time Perpetual)	$6,995.00	20% of Total Owned User Licensing Fees	20% per year
Web Services API Add-on Connector License (one-time Perpetual)	$3,595.00	10% of Total Owned User Licensing Fees	20% per year
Web Parts Add-on Connector License (one-time Perpetual)	$2,995.00	10% of Total Owned User Licensing Fees	20% per year
Active Directory Federated Services (ADFS) Add-on Connector License (one-time Perpetual)	$4,595.00	15% of Total Owned User Licensing Fees	20% per year
Vendor/Client Information Request Add-on Component License (one-time Perpetual)	$2,495.00	5% of Total Owned User Licensing Fees	20% per year
Vendor/Client Registration Add-on Component License (one-time Perpetual)	$2,495.00	5% of Total Owned User Licensing Fees	20% per year
E-Signature Security Management Add-on Component License (one-time Perpetual)	$2,495.00	5% of Total Owned User Licensing Fees	20% per year

EXHIBIT B - AUTHORIZED CONTACT LIST FOR SUPPORT PURPOSES

As set forth in Section 3 of the Agreement, the following three individuals shall be Licensee's designated support contacts until changed by Licensee's written notice to Company at any time individual contact names may be changed by providing written notice to Company**.**

AUTHORIZED CONTACTS

1. The authorized contacts shall include all active End-User of Licensed software.

EXHIBIT C – HARDWARE AND SOFTWARE SPECIFICIATIONS

Hardware Specifications:

1. Pentium Class or higher server class machine
2. 1 GHZ CPU Processor or better
3. 1 GB RAM or better
4. 20 Gigabytes of Free Disk Space (Raid 5 Configurations or Storage Area Networks recommended) after operating system and database installed.
5. Backup (Grandfather /Father /Son backup routine) Recommended
6. Network connectivity by way of IP Protocol

Software and installation requirements:

1. Windows 2003, or 2008 Server (or better) running IIS (Internet Information Service)
2. MS SQL Server 2005, or 2008 Database (or better)
3. Program utilizes a Web Browser for End User Access via Port: 80 (or alternative port) must be open on the Server.
4. Program also utilizes SMTP services for email notifications.
5. We recommend a brief interface with between the technical staff of Company and Licensee to outline any specific requirements for installation. This is included with support.

EXHIBIT D – FUNCTIONAL SPECIFICATIONS

This Program is for the purpose of electronically managing contract related Data and Files. For a full description of the functional aspects of this program please see the Contract Insight Enterprise user manual. Files are also available over the Internet at:

http://cobblestonesystems.com