



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

March 20, 2013

Mr. Nathaniel B. Piersall
President
CORE Computing Solutions, Inc.
Post Office Box 56231
Jacksonville, Florida 32241

RE: EnCORE - Online Hosting Service "CLOUD" and EnCORE Customer Web Portal Software for Solid Waste Collections Administration

Dear Mr. Piersall:

Enclosed, for your file, is a **fully executed copy** of the *First Amendment to Professional Services Agreement*, between the Baldwin County Commission and CORE Computing Solutions, Inc., approved during the February 19, 2013, Baldwin County Commission meeting. The terms of the *Agreement* will automatically renew, unless the Licensee provide the Licensor with a written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term.

If you have any questions or need further assistance, please do not hesitate to contact Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

MONICA E. TAYLOR, Assistant Records Manager
Baldwin County Commission

/met Item EH1

cc: Kim Creech

ENCLOSURE

RECEIVED
MAR 19 2013
BY: MEJ

STATE OF ALABAMA)
COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

(CORE Computing Solutions, Inc.)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter called the "First Amendment") is made by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY"), and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with both parties hereto jointly referred to as the "Parties".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COUNTY and the PROVIDER agree to the alterations, amendments and modifications to the Professional Services Agreement as follows:

Article I.

TERMS OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT BROUGHT FORTH

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Professional Services Agreement (attached as Exhibit "1" to First Amendment) shall remain in full force and effect. To the extent that any provision of the Professional Services Agreement is altered, amended or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article II.

**AMENDMENT TO SECTION XXI, ENTITLED EFFECTIVE AND TERMINATION DATES, OF
THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT**

Section XXI, entitled **EFFECTIVE AND TERMINATION DATES**, of the original Professional Services Agreement, is hereby superseded and amended to read in its entirety as follows:

“This Professional Services Agreement shall be effective and commence immediately upon the same date as its full execution. The initial term of this Professional Services Agreement and any renewals thereof shall be the same and consistent with the Initial Term and Renewal Terms set forth in the “Software License and Support Agreement” attached hereto as Exhibit/Attachment A to the Professional Services Agreement, unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term),” or this Professional Services Agreement or the “Software License and Support Agreement” are otherwise terminated by the parties in accordance with the terms of the Professional Services Agreement or “Software License and Support Agreement.”

Article III.

**AMENDMENT TO EXHIBIT/ATTACHMENT “A” OF THE ORIGINAL PROFESSIONAL
SERVICES AGREEMENT**

Exhibit/Attachment “A” [Core License and Support Agreement], of the original Professional Services Agreement, is hereby amended to add the following sections:

PCI DSS Statement

Software Compliance:

EnCORE™ Software uses the Pay Flow Pro™ payment processing (gateway) software to process payment transactions. Pay Flow Pro is a PCI DSS certified payment software offered by PayPal Inc. Certification for PayPal can be found at VISA's CISP (Certified Information Security Program), using this

link <http://www.visa.com/splisting/searchGrsp.do> and searching the name PayPal or by viewing the attached document.

Merchant Compliance:

The PCI DSS validation process for the merchant varies depending on your processing volume and acceptance environment. All merchants are required to complete a Self-Assessment Questionnaire (SAQ). Additionally, if you are an e-commerce merchant, or you process transactions via an Internet connection, you will need to conduct a network scan by an Approved Scanning Vendor. Your payment processing company has partnered with 3rd party Approved Scanning Vendor that provides synced updates of your PCI Status to be recorded on file with the processor. CORE's managed services environment is continuously checked by Approved Scanning Vendors.

PCI Compliance measures for CORE's managed service environment includes, but is not limited to:

- Encryption of all stored card numbers
- Masking of CC numbers, leaving only the last 4 digits visible
- CC billing address validation
- No more than one card on file per customer
- No storage of the card security code (CVV #s)
- Security profiles to restrict user access to CC information
- Payflow Pro PCI Certified Gateway for Credit Card Processing
- In the event a breach of security, CORE will notify Licensee and the customers whose information interest is breached or compromised

Managed Hosting Services:

- Equipment located in Tier 3 PCI compliant datacenters
- 24/7/365 Monitored Video Surveillance., Biometric Fingerprint Readers, Card/PIN access
- All Server and Network Appliances configured by Certified Engineers
- Primary facility hosted at www.peak10.com Jacksonville, FL
- Backup facilities at Rackspace – TX and IL facilities
- Unlimited bandwidth included
- Redundant (OC-12 up to OC-192 or Gig E) Internet with multiple Tier 1 Providers
- Guaranteed 99.8% uptime.
- 2000KW in backup Generating Capacity (diesel)
- Password reset and Account Changes/Deactivating/Reactivating fees waived

Additional Licensed Software:

Item Number	Software Title	Annual License and Support	Frequency/ Per	Commence ment Date	Designated Computer System Location
001	EnCore Hosting	\$850.00	Monthly	TBD	Jacksonville, FL

002	EnCore Customer Web Portal	Included	Monthly	TBD	Jacksonville, FL
003	EnCore Technical Support & Maintenance for Signature Pads	\$2079.36	Annually	11/2011	Baldwin County


Article IV.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the PROVIDER.

THIS IS INTENDED TO BE A LEGALLY BINDING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

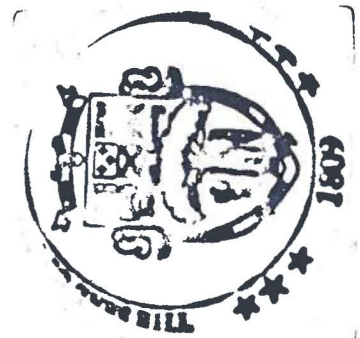
CORE COMPUTING SOLUTIONS, INC.

By:  / 3/13/2013
 NATHANIEL B. PIERSALL Date
 As its: President

BALDWIN COUNTY ALABAMA

By:  / 3.19.13
 TUCKER DORSEY Date
 As Its: Chairman

ATTEST:
 / March 19, 2013
 DAVID A. Z. BREWER Date
 As Its: Administrator



****NOTARY PAGE TO FOLLOW****

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica S. Taylor, a Notary Public, in and for said County in said State, hereby certify that TUCKER DORSEY, whose name as Chairman, and DAVID A. Z. BREWER, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 19th day of March, 2013.

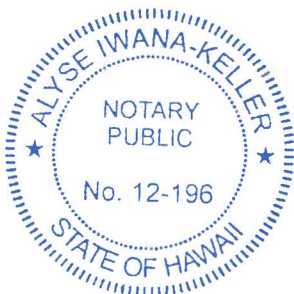
Monica S. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires: _____ My Commission Expires 09/05/2016



Hawaii
STATE OF ALABAMA)
Honolulu
COUNTY OF BALDWIN)

I, Alyse Iwana-Keller, a Notary Public, in and for said County, in said State, hereby certify that NATHANIEL B. PIERSALL, whose name as President of CORE COMPUTING SOLUTIONS, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date and as an act of CORE Computing Solutions, Inc.

Given under my hand and seal this 13 day of March, 2013.



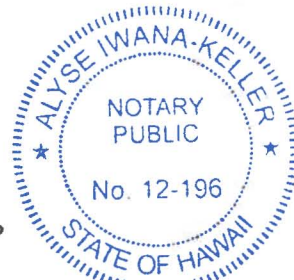
Alyse Iwana-Keller
Notary Public, Baldwin County, Alabama *city & county of Honolulu, Hawaii*
My Commission Expires: 06-03-2016

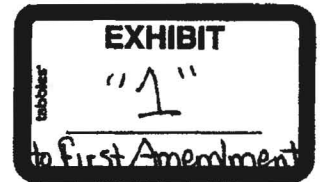
Doc. Date: 3/13/13 # Pages 5

Notary Name: Alyse Iwana-Keller First Circuit

Doc. Description Terms of the Original
Professional Services Agreement
Page 3

Alyse Iwana-Keller 3/13/13
Notary Signature Date





State of Alabama)
County of Baldwin)

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement (PSA)** is made and entered into by and between the County of Baldwin acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY") and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with the both parties hereto jointly referred to as the "Parties".

WITNESSETH:

Whereas, the County is in need of professional services to replace its current legacy software within its Solid Waste Department; and

Whereas, the Provider responded to a Request for Proposal (RFP), which was issued by the County, offering an understanding, willingness and the necessary professional expertise to perform the services (See Exhibit C), which were outlined in the RFP; and

Whereas, the Parties wish to reduce their understandings to writing in, without limitation, this PSA; and

Whereas, the County and the Provider have agreed upon additional terms contained in a Software License and Support Agreement (the Agreement), which is attached hereto as Exhibit A as if fully set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth and as further specified, without limitation, in the Statement of Work and the objectives contained therein, attached hereto as Exhibit B. This PSA shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this PSA. PROVIDER shall commence performance of the services outlined herein upon full execution of this PSA. All work shall be commenced and completed in a timely manner as, and at the times, herein set out and/or requested.

- II. **Recitals Included.** The above recitals and statements are incorporated as part of this PSA, and shall have the effect and enforceability as all other provisions herein.
- III. **Professional Qualifications.** For the purpose of this PSA, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. **No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this PSA, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. **Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this PSA, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VI. **Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this PSA. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this PSA.
- VII. **No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this PSA; therefore, the PROVIDER does not in any

manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

- VIII. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- IX. Entire Agreement.** This PSA represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This PSA may be amended only by written instrument signed by all parties.
- X. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this PSA shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XI. Assignment.** This PSA or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XII. No Ownership of Documents/Work.** The County shall license the software, documentation and other related materials from Provider on the terms set forth in the attached Agreement. Provider does not intend to create any intellectual property to be owned by County. If and when the County commissions the Provider to create intellectual property on behalf of the County, the parties will define the scope of such work via the Change Control process set forth herein.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: CORE Computing Solutions, Inc.
c/o Legal Counsel
925 Seminole Road
Atlantic Beach, FL 32233

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

And with copy to:
Baldwin County CIS Department
312 Courthouse Square, Suite 13
Bay Minette, AL 36507

XIV. Exhibits/Attachments. The following exhibits and/or attachments listed below are specifically included as a necessary part of this PSA and the same shall not be complete without such items, to wit:

- A. CORE License Agreement
- B. Statement of Work
- C. CORE's Response to the County RFP for Routing/Billing/Scale Software
- D. Certifications of both General Liability coverage, which names the County as an additional insured, and Workers Compensation insurance.
- E. Request for Change Form.
- F. Change Impact Statement.
- G. Milestone Acceptance Certificate.

COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this PSA noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, *this document shall govern.*

XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the activities more specifically set forth in Exhibits A, B & C. In addition, the following shall be provided:

- i. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this PSA.
- iii. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the

COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- iv. Provider shall ensure that during the term of this PSA a suitably qualified person is appointed as CORE's Project Manager (the "Project Manager"). The Project Manager shall ensure that he or she maintains regular contact with the County's appointed officer. The Project Manager shall consult with the County's appointed officer as often as may reasonably be necessary to ensure the continuous and efficient provision of the Services in accordance with this PSA. The Project Manager and the County's appointed officer shall inform each other promptly and in writing of any known instances of activity or omission on part of the County or Provider or any third party which prevent or hinder, or may prevent or hinder the parties from complying with this PSA.

XVI. General Responsibilities of the COUNTY.

- i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER. The County agrees that it will not cancel or delay scheduled services without having notified Provider in writing before such services are scheduled to be delivered.
- ii. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Termination of Services. In addition to other methods of termination allowed for herein, the COUNTY may terminate this PSA, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this PSA and prior to the date of termination.

XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this PSA. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this PSA, shall not be considered as a

part of this PSA and shall not be demanded by PROVIDER or paid by COUNTY.

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid as set forth in the Agreement of. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall include a statement of the milestone and/or objective completed to qualify for payment as set forth in the Agreement and the corresponding amount due for completion of said milestone and/or objective.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXI. Effective and Termination Dates. This PSA shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate either the expiration of twelve (12) months or upon written notification thereof received the County within the required thirty (30) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this PSA according to the provisions herein.

XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIII. Indemnification. Provider shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. This indemnification shall survive the expiration of this PSA.

XXIV. Number of Originals. This PSA shall be executed with two originals, both of which are equally valid as an original.

XXV. Governing Law. This PSA in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVI. Change Control. Either party may submit written requests for changes to the services set forth in the form similar to that of Exhibit E. herein to the other party during the term of this PSA. Provider shall advise the County of the likely impact of any such change, including, but not limited to, any effect on the Charges. The parties shall in good faith discuss changes proposed in accordance with section as soon as reasonably practicable. Until such time as a change control document is agreed (not to be unreasonably withheld or delayed by either party) and signed by both parties, covering such change both parties shall continue to perform their respective obligations set out in this PSA as if such change had not been requested.

XXVII. Insurance. During the term of this PSA, Provider shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, (e) contractual liability, with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent naming the County as an additional insured; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident. Provider has procured workers compensation and liability insurance as evidenced by the insurance certificates attached hereto as if fully set forth.

XXVIII. Rules of Construction. The Parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this PSA, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this PSA or any amendments or exhibits thereto.

IN WITNESS WHEREOF, the parties hereto have executed this PSA on the last day of execution by the COUNTY as written below.

COUNTY

David E. Bishop 9/22/09
David E. Bishop, Chairman /Date

ATTEST:

Michael L. Thompson 9/22/09
Michael L. Thompson /Date
County Administrator

CORE Computing Solutions, Inc.

By [Signature] /Date 8/26/2009
Its PRESIDENT

***NOTARY PAGE TO FOLLOW**

State of Alabama)
County of Baldwin)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, David Ed Bishop, whose name as Chairman and Michael L. Thompson, whose name as Administrator, of the County of Baldwin acting by and through its governing body, the Baldwin County Commission, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Professional Service Agreement, they as such officers and with full authority, executed same voluntarily for and as the act of said County of Baldwin.

Given under my hand and official seal, this the 28 day of September, 2009.

Wade F. McIntrey

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 24, 2016
BOARDED THRU NOTARY PUBLIC UNDERWRITERS

State of Alabama)
County of Baldwin)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nathaniel B. Pierson, whose name as President of CORE Computing Solutions, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Professional Service Agreement, he/she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26 day of August, 2009.



Courtney M. Lewis
Notary Public
My Commission Expires: 9/8/12

Exhibit B to the PSA

(BC – Core Computing)

STATEMENT OF WORK

1. Project Summary

Baldwin County Solid Waste provides residential garbage and trash pick-up services to approximately 30,000 residential customers. The department also operates (4) landfills of which (2) are Construction and Demolition sites, (1) is a Transfer Station and (1) is a full service site taking Municipal Solid Waste, C&D and Household Hazardous waste. There are weigh scales at each location that serves over 600 commercial customers and the general public at large.

Our current staff consists of (8) Billing Account Specialists, (2) Solid waste Officers, (1) Assistant Administrative Services Manager, and (1) Administrative Services Manager. The office operates Monday through Friday from 8:00 a.m. to 4:30 p.m. and is closed on most federal holidays. We serve primarily as the back office support for the ground operations taking on average 3,600 calls a month related to customer accounts. In addition to this office we also have staff in outlying offices comprising of (4) Scale Operators, (2) Dispatch Operators, (3) Route Supervisors, (1) Maintenance Supervisor, (1) Landfill Manager, (1) Records Manager, (1) Safety Compliance Officer and (1) Staff Accountant.

This project will replace the existing legacy software package with CORE Computing Solutions industry standard waste and recycling software called EnCORE™. This software package will enable the Solid Waste Department to more effectively and efficiently manage customer relations, billing & collections, route management, scale management, fleet management and every other aspect of its daily business.

1.1 Objectives

1.1.1. Management Objectives

The key objectives of the EnCORE™ implementation are:

- Installation and configuration of two EnCORE™ environments, Routing & Billing and Scale House software. An all inclusive & ultra high performance 100% Microsoft Windows based turn-key financial & operational software system designed specifically for the waste management and recycling industry.
- Completion of implementation for Baldwin County within a mutually agreeable timeline from the date of inception of the project.
- Deployment of a system by a mutually agreed upon date.

1.1.2. Project Objectives

The key project objective is implementation in 3 phases of the following tasks:

Phase I Summary – (offsite) Includes establishing and confirming: installation dates, training schedules, data conversion cutoff dates and delivery. Client compiles package containing required report samples, blank preprinted forms, complete database backup and any other items necessary for implementation.

Phase 1. Offsite Implementation: Starts upon the date of full execution continues until CORE arrives day 1.

- Client/CORE - Installation/training dates onsite established and confirmed
- Client – Provides sample invoices, route sheets, service orders, scale tickets and any other special reporting formats to CORE (Scanned, emailed, fax or mailed to CORE)
- Client – Provides any pre-printed/perforated paper/ forms to CCSI for alignment. (Mailed)
- Client – Provides full database backup for conversion (On CD or DVD) or gives CORE system access so that data can be extracted.
- CORE – within 24 hrs of receipt of client data provides client with preliminary report on data.
- CORE – (optional) 20 days after receipt of Client’s customer information, converted data in the EnCORE™ system will be made available to client for review of accuracy on our ASP system. Any inconsistencies will be documented, corrected and updated for further review and approval by client.
- CORE receives full backup of live database as of close of business for conversion from client.

Phase II Summary - (onsite) Involves implementing action items established in Phase I and going live with the system.

Phase 2. Onsite Implementation/Training

• **Day 1 – Monday**

8am to 10am Customer Service Training Session I:

10:15am to 12:15pm Customer Service Training Session II:

12:15pm to 1:15pm Break Lunch

1:15pm to 3:45pm Routing and Dispatch Training Session I:

3:45pm to 5:30pm Routing and Dispatch Training Session II:

• **Day 2 – Tuesday**

8am to 10am Billing and Accounting training session I:

10:15am to 12:15pm Billing and Accounting training session II:

12:15pm to 1:15pm Break Lunch

1:15pm to 3:45pm Billing and Accounting Training Session I:

3:45pm to 5:30pm Billing and Accounting Training Session II:

- **Day 3 – Wednesday**
 7am – 8am CORE Trainer delivers live database to client server.
 8am - All users work live in the new software system.
 8am to 5pm CORE Trainer helps all users in the new system
- **Day 4 – Thursday LIVE in CORE**
 8am to 5pm CORE Trainer helps all users in the new system
 1pm to 2pm System Administration Training:
- **Day 5 – Friday LIVE in CORE**
 7am to 5pm CORE Trainer helps all users in the new system
 1pm to 3pm Follow up/advanced training/ all users/special sessions:

Phase III Summary – Involves implementing web based product suite and integrating EnCORE™ with existing county software systems.

- Establish customer web portal linked to the Baldwin County URL
- Establish interface with J.D. Edwards
- Establish Basic working interface with Lagan’s CRM

EnCORE™ Implementation Schedule & Checklist:

Phase 3. At close of business on conversion cutoff day **All users must complete their daily procedures and ready the system for the data conversion. Readyng the system requires that:**

- All charge and payment batches be posted; data in batches will not be converted.
- Post all service/dispatch tickets. All dispatch tickets will need to be recreated in EnCORE if they are not posted at the time of the conversion.
- Post all scale tickets. All scale tickets will need to be recreated in EnCORE if they are not posted at the time of the conversion.

4. Pre-Installation Verification:

- SQL 2000/2005/2008 Server – Please confirm proper Microsoft SQL Server Licensing and latest service packs installed.
- Server Hardware/Software –server is running Windows 2000(SP4) or 2003(SP1) Server operating system.
- Workstation Hardware/Software – Please confirm all workstations are running the Windows 2000 Professional/XP Professional /Vista Business operating system. All local workstations must be members of your Domain or have access to a terminal server session on the domain. Remote workstations must have access to a terminal server session on the domain. Please insure all security updates have been downloaded and installed.

5. EnCORE™ System Requirements “Short List”:

- Windows 2000 Professional/XP Professional/Vista Business operating system (with latest service packs)
- All workstations must be members of the NT Domain /Active Directory

RDP Client to terminal server

- Connectivity – Dedicated, reliable bandwidth to server (56K/Min per user)
- Hardware/Software – meet the minimum requirements for the RDP Client version 5.1.2600.1106 or above (usually win 98 SE or above)

These tasks are detailed in Section 5 below and will be further refined during the project initiation phase in the Project Plan document (to be developed). This Statement of Work, the Project Plan and any subsequent Change Request documentation shall specifically define what each task entails. The Change Request procedure is described in Section 4.2 below

These tasks will be implemented as EnCORE™ and will be completed within a mutually agreed time period with Baldwin County. The baseline for functional requirements will be Core's response to the RFP for Solid Waste Routing, Billing, Scale House Software and Professional Services released by Baldwin County in 2009.

1.2 Project Scope

The purpose of this section is to understand and document in as exclusive terms as possible those factors which govern, limit, and bound the Baldwin County EnCORE™ project work necessary to satisfy Baldwin County's business needs.

1.2.1 What is in the Project Scope

The project is to provide a turn-key software package, including project management, software installation, reporting, business process configuration, computer telephony interface, documentation, and onsite training.

Specific tasks will be detailed in Section 6 and the Project Plan document to be developed.

1.2.2 What is not in the Project Scope

This project does not involve development of any application or interfaces to other applications other than those specifically defined within this SOW. This Statement of Work does not detail the standard functionality in the base EnCORE™ product but that functionality as agreed to in CORE's RFP response is included and will be delivered as part of the project.

2. Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

- If there are dependencies upon Baldwin County for work related to this project these will be included in the CORE project plan as critical path milestones.
 - The timeliness of communications and review will be incorporated in the project plan which will be produced at the start of the engagement and agreed to by Baldwin County, and they will directly affect CORE's ability to meet agreed upon schedule deadlines.

- Baldwin County will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between Baldwin County and CORE. The timeliness of communications and review will directly affect CORE's ability to meet agreed upon schedule deadlines.
- Any changes requested to the scope documented in this Statement of Work and the Project Plan document or due to Baldwin County dependencies will be handled via a Change Request process. A written Change Request will be generated utilizing the form in Appendix A. An initial impact response will be written up within two business days of delivery of the written Change Request.
- Ownership of and responsibility for the EnCORE™ hosting environment is by Baldwin County or their contractor and not CORE Computing Solutions Inc. All necessary access including remote privileges will be provided to CORE personnel working on this project.
- CORE will provide installation requirements for all the EnCORE™ software. It will be the County's responsibility to virtualize the EnCORE™ software across their physical hardware to ensure that the EnCORE™ software gets the system resources specified in the CORE sizing documentation for optimal performance.

3. CLIENT Responsibilities

The following client responsibilities have been assumed in development of this Statement of Work.

- Baldwin County's business and technical staff members and contractors are required to be available for testing and sign-off as described in the Project Milestones Schedule.
- Baldwin County must identify security issues surrounding privileged information when working with CORE staff in the design of the EnCORE™ user interface.
- Baldwin County will provide timely access (including required access level) to the necessary databases and systems both internal to Baldwin County and at the hosting service. Furthermore, access will be granted to development and test instances of the application. CORE will work with Baldwin County to determine the access requirements.
- In support of the ArcGIS integration, the County will provide:
 - An ArcGIS 9.2 service derived from an MXD file with appropriate layers to support the business processes.
 - An ArcGIS 9.2 service to be queried to provide address data to Core's search. The data should include a key to enable addresses to be uniquely identified.

4. Project Management

4.1 Project Plan

The project deliverables are listed in the table in Section 6. This schedule reflects deliverables from CORE and Baldwin County either directly or via its contractors. Any deviation will impact subsequent deliverables.

4.2 Change Management Procedure

Whereas, the Statement of Work and Project Plan provide a solid framework for the implementation, CORE realizes that changes can occur during the development phase. For that purpose, the County has a formal Change Request form. If Changes are needed, Baldwin County will initiate a Change Request Form and CORE will provide written impact statements, including costs if applicable, for any additional work or change requests. A copy of the Change Request Form is in Appendix A.

4.3 Deliverables Acceptance Procedure

Active Baldwin County participation in the review and approval of project deliverables is a critical component of project success. For example, not obtaining approval for work that has been done within the scheduled time will jeopardize the project schedule. Additionally, if problems are not identified in a timely fashion it can result in the otherwise preventable need to redo work. Either situation creates a basis for a project change of scope and may result in additional cost to Baldwin County subject always to the change control process described in the professional service agreement.

During the Requirements Definition Phase, Baldwin County will designate the personnel who will be responsible for the review and approval of project deliverables.

Deliverable review sessions will be conducted between project team members responsible for the deliverable and the designated Baldwin County personnel. The format of these sessions will be determined during the Requirements Definition Phase. Other project team members may participate as well. Sessions will be scheduled three business days in advance. Copies of paper-based deliverables will be distributed to the reviewer at least one full working day, or other mutually approved time frame, in advance of the review sessions to give the reviewer the opportunity to read and understand the document.

The project team member conducting the review will be responsible for logging any issues discussed. Upon completion of the review, a Deliverable Acceptance Form will be filled out. The standard form that will be used to document the review and sign-off of project deliverables is shown in Appendix B. In that document, reviewers will have the option of:

- Giving unconditional approval of the deliverable,
- Giving approval of the deliverable contingent upon completion of specific changes noted on the sign-off form, or
- Withholding approval of the deliverable, for the specific reasons noted on the sign-off form.

In each situation, the signature of the reviewer is required. The Baldwin County project manager will review and sign the completed sign-off form. This form is then given to the CORE Project Manager for review and logging. Necessary rework and follow-up items will be scheduled at that time.

4.4 Project Staffing

CORE will employ a team approach to the completion of the project. The efforts will be led by CORE's Project Manager who will be assisted as necessary by other CORE and /or partner resources. All personnel assigned by CORE will be capable, experienced, and qualified to perform the work required.

5. Project Functionality

This section is set aside to provide a high level description of any major custom functions to be implemented in EnCORE™. It does not describe functionality inherent in EnCORE™ or functionality considered part of future releases.

5.1 Implementation Work

The following tasks will be completed as a part of the Implementation effort:

- Provision of documentation of system requirements for EnCORE™ prior to commencing with the implementation
- Implement the following in the Off-site Production Environment:
 - Installation and Training dates established and confirmed
 - Discuss and confirm with County CIS Department that required technical operating environment is in place for all EnCORE™ components
 - Format sample invoices, route sheets, service orders, scale tickets, and other special reporting formats as provided by the county
 - Format and align pre-printed/perforated paper/forms as provided by the county
 - Configure backup of existing database for conversion to EnCORE™
 - Review database conversion with client for accuracy
 - Inconsistencies in database conversion to be documented, corrected and further reviewed and approved by client
 - Convert full live backup of database for conversion to EnCORE™
- Implement the following in the On-site Production Environment:
 - Training classes to be conducted per schedule established
 - Client to complete all daily procedures on conversion day and ready current system for conversion to EnCORE™
 - Client to post all service/dispatch requests
 - Client to post all scale tickets
 - Core to convert existing system to EnCORE™
 - Core to monitor conversion and provide technical and application assistance as needed

- Enablement of email correspondence within EnCORE™ to receive and send emails from the county's MS Exchange server based on the incoming POP3 protocol and the outgoing SMTP protocol.
- Upon completion of the initial (2) phases of implementation CORE will perform the following tasks in conjunction with county staff as required:
 - Establish Customer Web Portal that will be linked to the county web site
 - Assist county staff in building need infrastructure to provide customers with access to account/billing information, service requests and on-line payment options
 - Establish working interface with county's version of J.D. Edwards
 - Establish basic working interface with county's version of Lagan's CRM

Training Courses	Number of Students per Course	Duration of Course
Training Classes		
Customer Service	10	2 Hrs
Dispatch and Routing	10	2 Hrs
Scale Management	10	1 Hr 30 Min
Billing and Accounting	10	2 Hrs 30 Min
System Administration	10	1 Hr
CIS Administration	10	2 Hr
There will be both morning and afternoon classes to accommodate staffing needs. Classes will be available over a 2 day period of time.		
Training and assistance will be available during days 3, 4 and 5 of the "Go LIVE" period.		

6. Project Schedule

Services outlined within this Statement of Work will begin within an agreed upon time period as outlined within the PSA. If Baldwin County requests additional tasking or changes to current tasking, the project schedule may be extended. This can be achieved via the written Change Request procedure. Baldwin County will initiate a Change Request Form (Appendix A) and CORE will provide written impact statements, including costs if applicable, for any additional work or change requests. This schedule is subject to change by mutual agreement of both CORE and Baldwin County.

6.1 Task Delivery Schedule

The project plan includes the implementation of the major tasks to be detailed in this effort. Baldwin County and CORE will establish a schedule for regular project status reports in writing and in person when necessary.

6.2 Project Milestones

The successful completion of the project is dependent on the timely completion of the following milestones by both CORE and Baldwin County.

Milestone	Event	Acceptance Criteria	Value
1	Contract Signature and Reservation of Delivery Dates and Preliminary Implementation	Contract Signed	50% of Contract Cost \$61,137.50
2	Software Installation	Software Installed in all BCSW sites	20% of Contract Cost \$24,455.00
3	System Training	All BCSW users have completed mandatory training specific to job duties	10% Contract Cost \$12,227.50
4	Data conversion delivered	Core business activities are being processed by BCSW employees in EnCORE™ system at all sites	15% Contract Cost \$18,341.25
5	Annual Maintenance and Support	EnCORE™ core business system installed, tested and performing day to day BCSW operations	Annual Recurring Cost \$17,150.00
6	Completion of BCSW overall objectives	Successful deployment of web portal, JD Edwards interface and Lagan CRM interface	5% of Contract Cost \$6,113.75

**Exhibit E. to the PSA–
Change Request Form**

**Baldwin County, AL
REQUEST FOR CHANGE**

System: CORE	Date:	Change Request Number:
Title of Change:	Originator:	Organization/Dept.:
In numbered paragraphs describe: <ol style="list-style-type: none">1. The change requested.2. The reason for the change.3. An indication of the priority of the request.4. Any other comments in support of the request.		
Continue on separate sheet if necessary		

**Exhibit F. to the PSA
CHANGE IMPACT STATEMENT**

System: CORE		Date:	Change Request Number:	
Title of Change:		Investigator:	Organization / Dept.:	
Impact of implementing or not implementing change (To be completed by client):				
Proposed method of implementing change including comments on feasibility (To be completed by CORE):				
Effect on Project Timescales:			Cost of implementing change:	
AUTHORITY Name:				
Organization/Dept:				
Accepted / Rejected				
Signature:				
Date:				
Action Taken:				
Installed Date:			Tested Date:	

**Exhibit G to the PSA–
Deliverable Acceptance Form and Instructions**

MILESTONE ACCEPTANCE CERTIFICATE

Title of Deliverable:

Project Acceptance Date:

Stage Payment:

Baldwin County, AL confirms the above Project Milestone has been delivered to its satisfaction and requests an invoice for payment of the above detailed stage payment.

Baldwin County, AL

Name :

Title :

Tel No :

Signature:

Date :

CORE Computing Solutions, Inc.

Name :

Title :

Tel No :

Signature:

Date :

800-909-3630 | ccscorp.com

Software License and Support Agreement – Exhibit/Attachment A to the Professional Service Agreement

Monday, August 17, 2009

This Software License and Support Agreement ("Agreement") which is "Attachment A" to the Professional Service Agreement between the Parties ("PSA") is entered into between:

Core Computing Solutions, Inc ("Licensor")
925 Seminole Road
Atlantic Beach, FL 32233

&

Baldwin County Government

SECTION I - DEFINITIONS

In this Agreement, the following terms shall have meaning as defined below.

"Commencement Date" means the date on which the License and Support Agreement and the Professional Service Agreement are fully executed by the Parties hereto.

"Documentation" means users guides, user manuals, and other works of authorship other than the Software and provided directly or indirectly to Licensee by Licensor.

"Distribution Release" means the object code of a software title(s) listed in the licensed software section of this agreement and provided directly or indirectly to Licensee by Licensor.

"Licensed Property" means the Software, Documentation, and Related Materials, collectively.

"Software" means the Distribution Release of the software title(s) listed in Licensed Software section of this agreement, any Maintenance Releases of such Software, any bug fixes performed by Licensor but not cumulated in a Maintenance Release, and any and all copies and/or images of the Distribution Release, Maintenance Release(s), and any bug fixes. "Software" under this Agreement excludes services performed by Licensor under separate agreement, e.g., analysis, design, custom programming, data conversions and tuning.

"Maintenance Release" means the object code of updated software title(s) listed in the licensed software section of this agreement provided directly or indirectly to Licensee by Licensor. Licensor provides Maintenance Releases as determined in Licensor's sole discretion. A Maintenance Release cumulates bug fixes and improvements in Software programming code developed in the period preceding each Maintenance Release.

"Related Materials" means all material, such as trade secrets, furnished by Licensor in conjunction with this Agreement other than Software and Documentation.

"Term" means the period of fifteen (15) consecutive calendar months commencing on the Commencement Date as defined above.

"Professional Service Agreement" (PSA) means the governing contract that must first be executed by the Parties hereto in order for this Agreement to be operable. This Agreement shall be included as Attachment A and as a necessary part to the PSA as if fully set forth therein.

SECTION II - SOFTWARE LICENSE

1. License Fee and Grant of License. In consideration of the payment by Licensee to Licensor of an initial license fee as enumerated in the Licensed Software section of this agreement, Licensor hereby grants to Licensee for the duration of the Term a personal, non-transferable and non-exclusive license ("Software License") to use the Software solely on the computer system and/or central processing unit(s), with associated network and licensed users, as the same are designated in the licensed software section of this agreement by type and location ("Designated Computer System"). Licensor hereby grants to Licensee for the duration of the Term a non-transferable and non-exclusive license for the use of the Documentation and the Related Materials ("Related License") solely by employees and other designees as approved by the Licensee. The Related License shall have the same Term as the Software License. The Software License and the Related License are granted subject to the terms stated herein. Each license fee will be refunded only in the event the Software cannot be installed on the initial Designated Computer System to operate substantially in accordance with the Documentation.

Licensor reserves the right to increase the license fee of a given Software title in an amount that approximates the U.S. national Consumer Price Index ("CPI") in Licensor's reasonable judgment; such adjustment in annual license fee may be made annually, or less frequently in an adjustment that cumulates increases in CPI over more than one year.

This Agreement shall commence as of the date of full execution and shall continue for an initial period of fifteen (15) months (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall automatically renew, without further action by either party, for subsequent one-year terms (each a "Renewal Term"), unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term).

2. Rights. The Software License entitles Licensee for the duration of the Term (a) to use the Software for Licensee's internal purposes on the Designated Computer System and, if the Designated Computer System temporarily malfunctions, to use the Software on a different computer system until such malfunctioning has been corrected; (b) for backup purposes only, to include images of the installed Software in archival copies of the Designated Computer System on which the Software is installed; and (c) upon payment of an additional annual license fee at the then prevailing list prices, to use the Software on one or more additional Designated Computer Systems. This agreement grants no other rights pertaining to the software.

3. Responsibilities and Restrictions.

a. Licensee shall have no right (i) to use all or part of the Licensed Property for the benefit of any other person or entity, (ii) to allow any other person or entity to use or make a copy of all or part of the Licensed Property (this prohibits, among other uses, a service bureau use or application service provider use of the Software). Licensee acknowledges that each server computer used by Licensee must be identified in the Licensed Software section of this agreement as a Designated Computer System in order to run the Software on such server computer.

b. Licensee shall not resell, disclose or copy (except as permitted in Section 2 above) any of the Licensed Property or allow anyone else to do so. Further, Licensee will limit access to the Licensed Property to employees as necessary to do their work for Licensee and will safeguard the Licensed Property as Licensee safeguards its own proprietary information and with no less than reasonable care accorded confidential information by reasonable businesspersons. Licensor shall have the right to have (i) an independent contractor reasonably acceptable to Licensee or (ii) an employee of Licensor access Licensee's premises and network(s) solely to verify that Licensee's use of the Licensed Property complies with this Agreement, including without limitation the number and location of Designated Computer Systems and number and type of users. Licensee agrees to grant such access to Licensor for one or more such audits during the Term within two (24) hours of request for access in writing by Licensor.

c. Licensee shall have no right to modify, adapt, or reverse engineer the Software or to allow others to do so. Licensee may negotiate with Licensor to have Licensor customize or otherwise modify or update the Software under separate agreement. Only Licensor, and no other party, shall have the right to modify or update the Software.

d. Licensee is entirely responsible for the use of the Licensed Property, including but not limited to: assuring proper installation and configuration if not installed and configured by Licensor or Licensor's agent; audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation and Related Materials.

e. Licensee shall keep the Licensed Property free of all liens and claims other than Licensor's claims herein and will immediately notify Licensor of any threatened or actual liens or claims against part or all of the Licensed Property.

f. Any lien by another party upon part or all of the Licensed Property must be removed within ninety (90) days, and if not so removed Licensor shall have the right to cancel this Agreement, suspend support services, recover the Licensed Property, and/or take any other legal or equitable action(s) necessary to protect Licensor's interest.

g. Licensee shall have no right to sublicense, assign, or create derivative works of the Software, Documentation, or Related Materials. Licensee may make modifications to Documentation and Training Materials for the sole purpose of tailoring them for use by Baldwin County to reflect core business processes.

h. Confidentiality: Licensor will not resell, disclose or copy information contained on licensee's computers except where necessary to conduct regular technical support services.

4. Limited Warranties; Disclaimer of all other Warranties; Limitation of Liability. Licensor warrants that the Software coded by Licensor shall operate in substantial conformity with the Documentation, with the requirements of the Licensee's original RFP, and with the Licensor's response to the RFP. Licensor will replace any defective physical media containing a Distribution Release or Maintenance Release within a reasonable time after Licensor's receipt of such defective media. Licensor warrants all Software coded by Licensor to be worm and virus-free at the time of delivery to Licensee. The preceding warranties in this Section 4 are the only warranties made by Licensor. So long as Licensee does not breach a material provision of this Agreement, Licensor shall use commercially reasonable efforts to verify and correct in a bug fix and/or Maintenance Release any defect or errors in the Licensed Property reported with particularity and in writing by Licensee, as described in more detail in Section 5 below.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 4, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO LICENSEE OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR

A PARTICULAR PURPOSE OR OTHERWISE OF ANY SOFTWARE, SERVICES, MATERIALS, OR OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT, NOTWITHSTANDING ANY NOTICE OR DISCLOSURES ABOUT LICENSEE'S BUSINESS OPERATIONS. THE LICENSED PROPERTY IS LICENSED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE PERFORMANCE OF THE SOFTWARE, OF THE THIRD PARTY SOFTWARE INCLUDED IN THE LICENSED PROPERTY, AND OF ANY HARDWARE, SOURCE CODE, OR OBJECT CODE, USED IN CONJUNCTION WITH THE SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY FOR DEFECTS OR ERRORS IN SOFTWARE EXECUTION LICENSOR SHALL HAVE NO DUTY TO CORRECT AND NO LIABILITY FOR, ANY ERRORS OR DAMAGES ARISING FROM USE OF THE SOFTWARE, INPUT ERRORS, DATA CONVERSION ERRORS, OR OTHER LICENSEE OPERATIONS INVOLVING PART OR ALL OF THE LICENSED PROPERTY.

Licensor's liability shall be limited to the license fee paid for the relevant Software title by Licensee to Licensor in the single Term during which the event(s) affecting that Software occurred that gave rise to a final judgment against Licensor by Licensee. Licensor shall not have any liability for Licensee's loss of business, use, revenue or profit, or indirect, special, punitive, or consequential damage, even if Licensee advises Licensor of the possibility of such obligations or claims, nor will Licensor be liable for any claim or demand relating to the Licensed Property made against Licensee by any other party.

5. Service & Support. Licensor, directly or through an authorized agent, will use commercially reasonable efforts to correct all errors and/or defects in the Software or Services which Licensee discovers and reports to Licensor. Acceptable forms of reporting these issues include calling technical support, using the issue reporting form available at www.ccscom.com, by means of email containing the information solicited in the issue reporting form and sent to support@ccscom.com or by logging the issue using CCSI's online self help center.

During normal business hours of 8am to 8pm M-F EST on non-holidays CCSI will provide maintenance technical support which includes unlimited telephone support per month relating to the services & software, including advice concerning: (a) formatting of data for entry into the databases of the Software, as the term "formatting of data" is defined in the Documentation (but standard support does not include support of data conversion, or import or export of data); (b) clarification of the Documentation; and (c) without any liability, suggestions related to using the Software in the context of Licensee's business. Standard Support does not cover support of any computer hardware (including printers, modems, routers, workstations or laptops etc.) or network services (including login scripts, rights, back-ups, etc.). After hours support is available 24 hrs a day 365 days a year for business-critical/emergency service & support related issues.

CCSI's support guarantee: CCSI guarantees an initial response to all business-critical issues reported to our office within 1 hr during normal business hours. For low level severity issues initial response is guaranteed by close of business on day issue is reported.

Licensee shall appoint one person as the primary point of contact for communication of service and support related issues including receipt of issue status updates from CCSI. Licensee may appoint an alternate contact in the event primary contact is unavailable.

Licensor has no duty to modify the Software to meet Licensee's requirements, other than to meet the initial requirements as set forth in the RFP, Licensees RFP response and the Statement of Work, or to provide Licensee with modifications, improvements or additions to the Software developed for other parties. Any and all services in addition to the Software Support, such as modifications requested by Licensee, are available by negotiation with Licensor on a separate time, materials, and cost basis.

For those Licensees utilizing CCSI's Online/ASP Hosting Services the following terms and conditions apply: Security. The data created by Licensee is owned exclusively by Licensee. CCSI will make commercially reasonable efforts to ensure the privacy of Licensees data by utilizing industry standard practices for security including data encryption and password protection. CCSI will make commercially reasonable efforts to ensure the safety of Licensees data by making regular scheduled backups of Licensees data. Uptime. online services which are operated by CCSI will have at least 99% uptime measured monthly excluding planned downtime. Password Resets. Licensee is allowed three password resets per account per year. Additional resets will be billed at \$29.95 per incident. Account Changes/Deactivations/Reactivations. Once a login user account has been established changing the user name/performing license transfer or reactivating an inactive account are all subject to a \$49.95 service fee per incident.

6. Third Party Licensing Requirements and Support. Depending on a given Designated Computer System and Software title, the Software requires the installation of certain third-party software ("mandatory third party software") to provide core functionality; depending on a given Software title, optional functionality may be provided by installation of additional third party software ("optional third party software"). For instance, the EnCoreCRM Software title requires an ODBC-compliant relational database management system ("RDBMS") to provide core functionality. Licensee must use either a run-time RDBMS, such as MSDE (freely distributed by Microsoft and included in the Distribution Release of EnCoreCRM), or a fee-based RDBMS, such as Microsoft SQL Server (currently, version 2005, which must be separately licensed and installed by Licensee), to provide core functionality. Fee-based third party software generally provides higher performance than run-time third party software. As described in the Documentation for a given Software title, that Software may also include in the Distribution Release run-time versions of optional third party software and/or be capable of integration with fee-based optional third party software. Licensee may elect to use such optional third party software, as described in the Documentation for a given Software title. For instance, the current Distribution Release of EnCoreCRM includes a run-time version of Business Object's Crystal Reporting. Mandatory and optional third party software are distributed, supported, and licensed separately by their respective software publishers. Licensee understands Licensor has no duty or right to modify and/or correct any and/or all defects found within mandatory and optional third party software. Use of mandatory and optional third party software may require additional licensing agreements between Licensee and the respective software publisher. Compliance with, and maintenance of, licenses, maintenance agreements, and support agreements between Licensee and third party software publishers is the sole responsibility of the Licensee.

7. Payment: Payment shall be made in US dollars to Licensor. All invoices shall be based on the Milestone(s) described in the SOW and are due upon the County accepting completion of said Milestone(s) unless other terms are agreed upon in writing between Licensee and Licensor. Should payment in full for any invoice not be received by Licensor with forty-five (45) days. Licensor may impose a debt service charge amounting to the greater of one percent (1%) or the maximum allowable by law of the overdue balance for each month the amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of an invoice, Licensor may discontinue, withhold or suspend services to Licensee to whom the unpaid amounts relate. A \$75.00 fee will be charged to Licensee for rejected payment and/or returned checks.

8. Governing Law: Order of Precedence. This agreement will be interpreted under and governed by the laws of the State of Alabama. No waiver of any breach of the Agreement shall be deemed to be a waiver of any subsequent breach. The parties agree to jurisdiction in the State of Alabama for resolution of any claims arising under this Agreement. The prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those at the appellate level. In the event of conflict between any provision of the body of the Agreement and the Appendices annexed hereto, the order of precedence shall be the body of the Agreement and the Appendices in alphabetical order. Notwithstanding anything written or implied by this Agreement, in the event of conflict between this document and the PSA, then the terms of the PSA shall prevail and take precedence.

9. Entirety. Excepting the PSA, there are no other agreements, understandings or licenses between the Licensee and Licensor other than those contained in this Agreement; and this Agreement supersedes all prior communications. Breach of any portion of this Agreement shall not jeopardize the validity or enforcement of any other portion of this agreement. This Agreement can be amended only by a writing signed by authorized representatives of the parties.

Licensed Software

Item Number	Software Title	Annual License and Support Fee	Frequency/Per	Commencement Date	Designated Computer System Location

Duly authorized representatives of Licensor and Licensee, intending to legally bind their respective parties, execute this Agreement below.

Licensee
 Signature: *David E. Barkus* /Date: 9/20/09
 Title: Chairman

Attest:
 Signature: *Nathaniel L. Thompson* /Date: 9/20/09
 Title: County Administrator

Licensor/Representative Printed Name: NATHANIEL PIERSALL
 Signature: *N. Piersall*
 Title: PRESIDENT
 Date: 8-25-2009