



DATE: February 18, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PURCHASE OF A DEVELOPMENT TRACKING PROGRAM**

SYNOPSIS

Staff recommends that the City Council approve a five-year Installation and Use Software Contract with CRW Systems, Inc. (CRW) of San Diego in the amount of \$309,690 for the purchase of a Permit and Code Enforcement Tracking System to be used by Development Services, Fire Prevention, Water Utilities, and Code Enforcement; approve a loan in the amount of \$55,500 from the Unallocated Public Facilities Fund 503 to the Code Enforcement Division of the Neighborhood Services Department for its share of the program; and approve a budget appropriation in the amount of \$50,000 from Fund 503 to complete the funding for the purchase of the System and related hardware necessary to host the program; authorize Information Technologies to purchase the required hardware; and authorize the City Manager to execute the contract.

BACKGROUND

The City does not have a system that enables departments/divisions to share related information to provide citizens, developers and builders an efficient means of submitting and tracking the status of the planning, engineering, building, fire prevention, and code enforcement processes.

Matrix Consulting Group was hired by the City in May 2008 to conduct an efficiency study of the divisions that process development work. One of Matrix's key recommendations is for the City to purchase a development tracking system immediately, as the use of an integrated software program will reduce duplication of work, increase efficiency of administrative and operational processes, and significantly improve public access to development project and building permit information.

Currently, each division tracks proposed land development construction processes and code enforcement activities with an independently created and maintained program, which makes the sharing of information between divisions difficult and causes staff duplication of work for each project. All building permits issued by the Development Services Department, for example, are written by hand. This situation requires the applicants to submit and track their project plans, building permits, and inspections by

phone or in person. The existing processes are outdated and inefficient, and put the City at greater risk of project errors due to a lack of proper checks and balances.

A Request for Proposal (RFP) was issued on October 10, 2008, and the City received responses from six vendors: GovPartner, EdgeSoft, EnerGov, PermitSoft, CRW and TruePoint. Staff from Fire Prevention, Planning, Engineering, Building, Information Technologies, Geographic Information System (GIS) and the City Clerk's Office reviewed the proposals and elected to view demonstrations from GovPartner, PermitSoft and CRW. The CRW system was deemed to be the most appropriate system from both a functionality standpoint to the various divisions and because of its compatibility to the City's existing technology.

Based in San Diego, CRW has been developing integrated software solutions for local government agencies since 1991 and is currently in use across the country in 110 agencies, including Escondido, San Juan Capistrano and San Clemente.

ANALYSIS

Faster application to occupancy processes will save time and promote efficiency in land development, permitting and construction process. The CRW system is designed to streamline the permit process by effectively connecting shared project information between the process-related departments, including Development Services, Fire Prevention and Water Utilities. The system will also provide immediate on-line access to project information, project status and detailed inspection results for staff or, on a limited basis, to the applicant. Code Enforcement will use the program to track and manage compliance issues, which can have an impact on the issuance of permits. Water Utilities will use the program for meter tracking, which is directly related to development.

Applicants will realize immediate benefits from the system through a more predictable, trackable and streamlined discretionary and plan check application processes, as well as access through the Internet to the on-line inspection status. Inspectors will be able to view the permit process and status of a project that he/she is ready to inspect. Notes related to the permit process will be available in real-time, along with GIS and plans, if applicable. These applications will reduce in-office research time and allow for more field time dedicated to inspections, therefore increasing the number of inspections that can be performed on a daily basis and providing more responsive customer service.

Improved customer service and automated checks and balances are also key aspects of the new system. By automating many of the tasks associated with issuing a permit, the system will automatically calculate fees, set the permitting process including scheduling required steps, schedule and route inspections to the appropriate person and track the approval process from planning through construction. Surveys conducted for other jurisdictions using such systems report a 40-50 percent savings in both customer and staff time versus traditional over-the-counter permitting systems. "Green"

benefits in the form of fewer miles driven to drop off and pick up plans were also reported, with reductions in fuel usage and emissions.

This request is also to purchase licensing for interrelated modules that will allow different divisions/departments to have immediate access to information related to a specific property location. The main module is LandTRAK/GIS which is a comprehensive property record application from which one can look up current parcel activity and information. Information in LandTRAK is updated from the County Assessor's Office to ensure accuracy. Combined with GIS, users receive the power of database technology with digital maps and aerial photos to provide a graphical view of land records. Radius notifications are easily performed, with easily identified addresses, and the ability to print notices and labels from within the system.

The PermitTRAK module provides a streamlined approach to the permitting process by tracking workflow for all types of permits from application through finalization, with the calculations of fees and the tracking of payments included. It links directly to parcel, project and other permit records. Included within this module is the ability to schedule and track inspections, add notes, attach documents, print reports, and create documents. Employees in each division or department will have access to pertinent information from their desktops.

ProjectTRAK will provide for the management of planning and related development activities. This module manages the workflow for all types of projects throughout the project lifecycle. All actions taken and conditions of approval can be recorded and tracked. The attachment capability allows plans to be scanned and linked as part of the project's record history. A time clock function automatically schedules critical points along the project's evolution.

CodeTRAK provides management for Code Enforcement and compliance issues. It provides incident and activity management while tracking the workflow for all types of code enforcement activities from the time a complaint is received through resolution. There is also the ability to lock down the parcel record and place a flag on all system records linked to that property. This important feature instantly provides alert information to all other employees, no matter which department, involved in work related to that property.

MobileTRAK provides mobile technology and laptop synchronization for field access for inspectors or Code Enforcement officers. It enables inspectors to carry information about permits, code enforcement cases and inspections on a mobile device, and enter data or schedule inspections from the field. Implementation of this module should lessen time spent in the office by inspection staff members.

eTRAKit is the web and online access portal for use by staff and the public. Information on permits, projects, and land information can be made accessible with web-enabled screens and functions. The public will be able to schedule inspections, verify permit status or contact Code Enforcement. The private access version of eTRAKit allows

building inspectors, Code Enforcement officers or other staff members to enter or retrieve data on permits, inspections and code violations from outside the office.

CRW has proposed a phased approach to program implementation, which takes approximately 180 days after Council approval. The City will need to provide the servers and staff members to manage the project and provide clear information as to the City's workflow requirements. CRW will provide the software, configuration, customization and training of City staff. Close coordination between City staff and CRW staff is critical to successful implementation.

FISCAL IMPACT

The following are the projected costs of the project for a five-year period. The Base System at \$203,500 and the hardware costs of \$25,000 are immediate obligations of the City, and will be paid on a scheduled basis as phases of the project are completed. A four-year Maintenance contract will begin after year one and will total \$106,190 over the next four-years. The contract to CRW (Exhibit A) will total \$309,690 for the base system and the Maintenance contract; however the \$106,190 for system maintenance is not due at this time. Staff time for implementation will be absorbed from existing budgets.

Base system for 41 concurrent users with all modules listed above, modifications, installation, customization and training per Vendor proposal.	\$203,500
Cost of 2 servers to be provided by City	\$25,000
Contingency for additional reports, training, or system customization.	\$7,000
Total Cost	\$235,500

As the program will be utilized by several departments, funding for the program will be shared among the user-departments: Water Utilities, Development Services, Fire Prevention and Code Enforcement.

Development Services has \$80,000 set aside in account 101.264310.5392 for the program and Water Utilities has \$50,000 set aside in 715.857548.5702 (\$25,000) and 726.868314.5702 (\$25,000). Code Enforcement is entitled to a technology reimbursement grant from the State Vehicle License Fees for its \$55,500 share of the project, but must expend the funds and have an operational program prior to reimbursement. A loan of \$55,500 from the Unallocated Facilities Fees Fund Balance (503.3301) for Code Enforcement's share is required, and will be repaid to Fund 503 when Code Enforcement receives its reimbursement. A budget appropriation in the amount of \$50,000 from the Unallocated Facilities Fees Fund Balance (503.3301) will pay for the remainder of the Development Service's and all of Fire Prevention's share, and will complete the funding.

Funds from Development Services and Water Utilities will be transferred into new project account 503.884857.5393 and the budget appropriations will be transferred from the Unallocated Fund Balance Fund 503 into the project account. All project expenses will be paid from the new project account.

The annual maintenance fee of \$25,900 beginning in year 2 will be split between the four departments and will be added to the operating budgets. Mobile computing units for Code Enforcement and Building and Engineering Inspectors will be budgeted as needed in the home business units.

CITY ATTORNEY’S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATIONS

Staff recommends that the City Council approve a five-year Installation and Use Software Contract with CRW Systems, Inc. (CRW) of San Diego in the amount of \$309,690 for the purchase of a Permit and Code Enforcement Tracking System to be used by Development Services, Fire Prevention, Water Utilities, and Code Enforcement; approve a loan in the amount of \$55,500 from the Unallocated Public Facilities Fund 503 to the Code Enforcement Division of the Neighborhood Services Department for its share of the program; and approve a budget appropriation in the amount of \$50,000 from Fund 503 to complete the funding for the purchase of the System and related hardware necessary to host the program; authorize Information Technologies to purchase the required hardware; and authorize the City Manager to execute the contract.

PREPARED BY:



Karen F. Brown
Senior Management Analyst

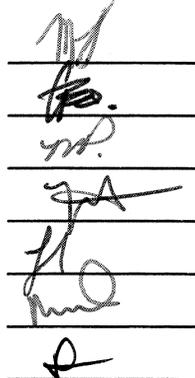
SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
George R. Buell, Development Services Director
Margery Pierce, Neighborhood Services Director
Terry Garrison, Fire Chief
Lonnie Thibodeaux, Water Utilities Director
Michael Sherwood, Information Technologies Director
Teri Ferro, Financial Services Director



AGREEMENT
FOR THE INSTALLATION AND USE OF
PERMIT, PLANNING, AND CODE ENFORCEMENT SOFTWARE

This Agreement is entered into this _____ day of _____, _____, by and between the CITY OF OCEANSIDE, CALIFORNIA, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES / SCOPE OF WORK

A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permit management, project tracking, code enforcement, and/or business license tracking software system, and related subsystems.

A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Project Scope of Work.
Exhibit B.	Project Milestone and Payment Schedule.
Exhibit C.	Project Cost Summary
Exhibit D.	Software License
Exhibit E.	System Acceptance Testing
Exhibit F.	Software Escrow Agreement
Exhibit G.	Insurance Certificate

A.3. COMMENCEMENT DATE:

A.3.1. The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.

A.3.2. A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.

A.2.3. The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. DUTIES AND RESPONSIBILITIES OF CRW

B.1. SCOPE OF WORK:

B.1.1. After the commencement date, CRW shall perform the following services:

- (1) Install Permit Management, Code Enforcement, Business License Tracking, and Project Tracking software.
- (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
- (3) Provide hands-on, Administrator Training, as specifically provided herein.
- (4) Provide on-site, hands-on, User Training, as specifically provided herein.
- (5) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.

B.1.2. CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

B.2. MAINTENANCE AND SUPPORT:

CRW shall provide the following maintenance and support services to CLIENT during the twelve (12) month time period following payment of Annual Maintenance and Technical Support fees. Annual Maintenance and Technical Support fees are waived for the first twelve (12) month period following the Go-Live of software, as defined in Exhibit E.

- B.2.1.** TRAKIT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKIT software updates that are posted from time to time by CRW on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by CLIENT onto CLIENT's network.
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site (www.crw.com/support).
- B.2.5.** TRAKIT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:

Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

- C.1.1.** CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:
 - (1) Current valuation and fee structures
 - (2) Current Permit, Project, License, and Case types designations and categories
 - (3) Examples of all current reports used by the CLIENT relating to permit management.
 - (4) Any exceptions to the typical permit process, or any special permit processing requirements.
- C.1.2.** CRW will work with CLIENT to install software on workstations and servers.

C.1.3. The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

C.2. CLIENT COOPERATION:

C.2.1. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

D. COMPENSATION

D.1. CRW COMPENSATION & FEES:

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of **\$ 203,500 [Two Hundred and Three Thousand, Five Hundred Dollars]**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

D.2. TERMS OF COMPENSATION:

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project costs are divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 10 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 30 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENTS OF WRITTEN CHANGE ORDERS:

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the Client Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the Client Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

E.2. PAYMENT FOR ADDITIONAL WORK:

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

F. INDEMNIFICATION AND INSURANCE

F.1. INDEMNIFICATION:

F.1.1. CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

F.2. INSURANCE:

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

F.2.1. Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.

F.2.2. Commercial General Liability Insurance - \$1,000,000.00 Limit

F.2.3. Professional Liability Insurance - \$1,000,000.00 Limit. Professional Liability insurance will be in force for twelve (12) months from commencement date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.

F.2.4. All policies are to be written through companies duly approved to transact that class of insurance in the State of California.

F.2.5. Insurance is to be placed with carriers with a Best rating of A:VII or better.

F.2.6. CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies

F.3. PROOF OF INSURANCE:

Exhibit G contains a Certificate of Insurance for Items F.2 above as proof that said insurance is in full force as of the date of this Agreement. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for Items F.2 with every invoice submitted during the term of this Agreement.

CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

G. TERMINATION

G.1. TERMINATION OF AGREEMENT

G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

- G.1.2.** In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.
- G.1.3.** Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.
- G.1.4.** Any intentional use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement, and may subject client to damages.
- G.1.5.** Upon notice to CRW, the CLIENT may issue a stop work order suspending the performance of services and delivery of products and deliverables under the agreement for a specific period of time. The stop work order shall not terminate or suspend any of the required provisions of the Warranty, Indemnity, Confidentiality, or Insurance requirements of the agreement. In the event the CLIENT issues a stop work order to CRW, the CLIENT will provide a copy of the stop work order to CRW. Upon receipt of a stop work order issued by the CLIENT, CRW shall suspend all work except as otherwise agreed by the parties. CLIENT agrees that the issuance of a stop work order or other CLIENT delays during implementation may have adverse collateral effects on CRW's overall work schedule. Although the CLIENT will use its best effort to immediately resume work following a resumption of implementation activities, CLIENT agrees that work scheduled may be delayed by more than the number of days comprising the stop work order or delay by the CLIENT. CRW will use its best efforts to provide the CLIENT notice of any potential or foreseeable delays whether caused by the CLIENT, CRW, or act of God. The CLIENT agrees that if additional time is reasonably required to complete the implementation services as a direct result of stop work orders or CLIENT delays, a reasonable amount of time may be charged to the CLIENT. Provided however that CRW agrees that within five (5) days of receiving a stop work order, or of learning of a delay caused by the CLIENT, CRW will provide a written statement estimating the impact of the delay or stop work order upon the schedule and shall specify any additional time reasonably required by CLIENT directly due to the delay or stop work order. The Chief Information Officer or the Project Manager is hereby authorized to issue stop work orders on behalf of the CLIENT.

H. OWNERSHIP OF DOCUMENTS

H.1. OWNERSHIP OF DOCUMENTS:

- H.1.1.** All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.
- H.1.2.** All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.
- H.1.3.** CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW 's prior written consent.

H.2. SOURCE CODE ESCROW:

- H.2.1.** CRW shall maintain a software escrow account, as described in Exhibit F. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.
- H.2.2.** CRW will pay the entire cost of this source code escrow account.

H.2.3. CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement, as defined in Exhibit F.

I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES:

I.1.1. The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
Karen F. Brown Development Services Department 300 North Coast Highway Oceanside, CA 92054 Phone: (760) 435-5005 Fax: (760) 754-2958 Email: kfbrown@ci.oceanside.ca.us	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127 Phone: (858) 451-3030 Facsimile: (858) 451-3870 Email: chris@crw.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

I.2 DESIGNATED SYSTEM ADMINISTRATOR:

I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

I.2.3. The System Administrator for CLIENT is designated as follows:

Name: TBD

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES:

CRW shall obtain and maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT:

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES:

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

J.5. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of California. Venue for the enforcement of this agreement shall lie exclusively in San Diego County, California.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of San Diego County, California, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

J.6. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J.7. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

J.8. WARRANTY ON TITLE:

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

J.9. APPLICATION SOFTWARE WARRANTY:

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Proposal for a Permit Issuance & Tracking Information System dated October 10, 2008, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

J.10. SERVICES WARRANTY:

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

J.11. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

J.12. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before February 28, 2009.

CITY OF OCEANSIDE
Oceanside, California

CRW SYSTEMS, INC.
San Diego, California

Dated: _____

Dated: 2-3-09

By: _____
Peter A. Weiss
City Manager

By: Christopher R. Wuerz
Christopher R. Wuerz, President
CRW Systems, Inc.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF San Diego } S.S.

On 2-3-09, before me,
Heather Bayes, Notary Public
personally appeared Christopher R. Wuerz
who proved to me on the basis of satisfaction evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed
the same in his/~~her~~/their authorized capacity(ies), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or
entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heather Bayes (Seal)



EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; software installation; database installation; project implementation meetings.

B. Deliver computer software (TRAKIT) and database structures for SQL/Server database.

Deliverable: CD containing computer software; installation instructions; services to install software on CLIENT network and up to three workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables.

B.1. Provide eTRAKIT modules for web-based permit processing.

Deliverable: ASP and HTML pages (source code) to provide the following functions:

- (1) Purchase & print permits
- (2) Request inspections
- (3) Review inspection status and comments
- (4) Pay fees
- (5) Show plan status
- (6) Search general license information
- (7) Assign appropriate inspectors
- (8) Create user logins
- (9) Inspector login to change/input results

B.2. Provide MobileTRAK module for field-ready interface.

Deliverable: TRAKIT module for interface to either field-ready laptop/tabletPC.

C. Provide data conversion services.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Permits and Inspections; Project applications; Code Enforcement; and Contractor Information.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date.

D. Provide software training.

Deliverable: Provide System Administrator training for up to three (3) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for up to four (4) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct three (3) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct nine (9) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CRW to provide workstations (laptops) and networked server for all on-site classes. CLIENT to provide classroom space at CLIENT facilities.

E. Provide Project Implementation services.

Deliverable: Develop up to three (3) custom forms, and up to three (3) custom reports, as directed by CLIENT staff; provide standard (ICBO/BOCA/SBCCI or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of permit forms, fee tables and valuations tables in TRAKIT database.

Deliverable: Data import specification (using standard TRAKIT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and business license forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

F. Provide Twelve (12) months technical support and software updates/upgrades.

Applies to: TRAKIT software. Time period for no-charge technical support will be during the hours of 7:00am to 5:00pm Monday through Friday upon completion of System Acceptance, as defined in Exhibit E.

EXHIBIT B

PROJECT MILESTONE AND PAYMENT SCHEDULE

Task Item	CLIENT Responsibilities	CRW Responsibilities	Projected Target Date
1. Contract Execution and Notice to Proceed.	CLIENT signs contract; CLIENT provides Notice to Proceed.	CRW signs final contract.	February 18, 2009
2. Review Project Milestone Dates and Kick-Off Workbook delivered.	CLIENT reviews and sets Project Milestone dates with CRW	CRW reviews and sets Project Milestone dates with CLIENT; CRW delivers electronic copies of Project Workbook	February 2009
3. Confirm hardware and required systems in place.	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW installs and confirms GoToMyPC remote access.	March 2009
4. Project Commencement / Kick-Off Meeting.	CLIENT attends and participates in Kick-Off Meeting; CLIENT prepares first extract of data to be converted.	CRW attends and conducts Kick-Off meeting; CRW installs TRAKIT software on CLIENT server and delivers MobileTRAK and eTRAKIT software.	March 2009
5. Source Data List Due.	CLIENT submits list of all sources of data to be converted. This includes the file type, file name, file format, and approximate number of records.	CRW reviews source data with customer.	March 2009
6. First Payment Due: \$ 105,000.00	CLIENT provides 1 st payment.		March 2009
7. Business Process Review Meeting.	CLIENT provides information and participates in preliminary business process discussion.	CRW assists the CLIENT in completion of the Project Workbook and identifies process adaptation.	March 2009
8. Screenshots of Existing Software.	CLIENT provides subset of source data and screenshots of existing software that relate to the data conversion process.	CRW reviews screenshots and begins mapping of data. CRW prepares data mapping document to submit to CLIENT.	March 2009
9. Data Mapping Document.	CLIENT to review data mapping document provided by CRW.	CRW to submit data mapping document for CLIENT to review and approve.	April 2009
10. Workbook / Data Collection Meeting.	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into CLIENT workflow; CLIENT provides complete set of source data for conversion.	CRW will collect CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	April 2009
11. Data Mapping Document Signoff.	CLIENT approves data mapping document after review of data map with CRW's data conversion specialist.	CRW to provide data mapping documents, layout, and explanations.	April 2009

12. CRW System Configuration.	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to workbook responses and meeting discussion; CRW converts historical data provided during Kick-Off Meeting; CRW creates/customizes custom reports and/or forms (e.g. Permit Form).	April - May 2009
13. Initial Delivery.	CLIENT will attend the demonstration of the Initial Delivery.	CRW installs and demonstrates configured system.	May 2009
14. Second Payment Due: \$ 24,625.00	CLIENT provides 2 nd payment.		May 2009
15. System Acceptance Users are trained. Includes three (3) days.	CLIENT will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	May 2009
16. System Acceptance Testing Begins.	CLIENT "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	May 2009
17. System Acceptance Testing Review.	CLIENT reviews data with CRW Project Manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	May 2009
18. Initial Delivery Revisions.	CLIENT delivers revision list to CRW.	CRW receives review comments from CLIENT and begins adjusting configured system.	June 2009
19. Revised Delivery.	CLIENT continues review of system.	CRW delivers revisions to CLIENT.	June 2009
20. System Acceptance Testing Review.	CLIENT reviews data with CRW Project Manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	June 2009
21. Third Payment Due: \$ 24,625.00	CLIENT provides 3 rd payment.		June 2009
22. Final Revisions List.	CLIENT delivers final revision list to CRW.	CRW receives review comments from CLIENT and makes final adjustments.	July 2009
23. System Acceptance Testing Review.	CLIENT reviews data with CRW Project Manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	July 2009
24. Final Delivery.		CRW installs modified system.	July 2009
25. System Acceptance Testing Ends.	CLIENT approves final system before User Training commences.		July 2009
26. Fourth Payment Due: \$ 24,625.00	CLIENT provides 4 th payment.		July 2009
27. End User Training (Week 1).	CLIENT provides meeting space for up	CRW provides training materials for up	August 2009



Includes four (4) days.	to eight (8) staff.	35 users and laptops with configured system.	
28. End User Training (Week 2). Includes four (4) days.	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	August 2009
29. End User Training (Week 3) Includes one (1) day.	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	August 2009
30. Transition to Live.	CLIENT provides final extract of historical data for CRW to convert.	CRW converts data and loads on CLIENT server.	August 2009
31. Go Live.	CLIENT Goes Live with TRAKIT.	CRW provides two (2) days of Go-Live support onsite.	
32. Final Payment Due: \$ 24,625.00	CLIENT provides final payment.		30 days after the completion of Go-Live Support.

** System Administrator Training.	CLIENT provides up to three (3) System Administrators for training at a remote location.	CRW trains up to three (3) CLIENT staff at any of the following locations & dates.	Date and location to be determined based on availability.
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Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT C

PROJECT COST SUMMARY

A. Software & Licensing Fees			
PermitTRAK	\$	7,500	- module
ProjectTRAK	\$	7,500	- module
CodeTRAK	\$	7,500	- module
MobileTRAK	\$	10,000	- module
eTRAKIT	\$	15,000	- module
End-User Licensing (concurrent)	\$	82,000	- 41 users
Sub-total:			\$ 129,500
B. Implementation & Project Management			
System Configuration	\$	10,500	- 14 class. types
eTRAKIT Configuration	\$	5,000	
MobileTRAK Configuration	\$	3,500	
Kick-off Meeting	\$	5,000	- 2 days
Business Process Review (BPR Meeting)	\$	2,500	- 1 day
Project Meetings (on-site)	\$	10,000	- 4 days
CRW Go-Live Support	\$	5,000	- 2 days
Sub-total:			\$ 41,500
C. Data Conversion			
Assessor, GIS data	\$	5,000	- Assessor data
Permits & Inspections	\$	6,000	- SQL
Planning	\$	0	- N/A
Code Enforcement	\$	0	- N/A
Business Licensing	\$	0	- N/A
Contractor Information	\$	0	- N/A
Sub-total:			\$ 11,000
D. Training Services			
End User Training	\$	22,500	- 9 days
System Acceptance Training	\$	7,500	- 3 days
System Administrator Training – offsite location	\$	3,000	- 3 seats
Report Writing Training – offsite location	\$	2,000	- 4 seats
Sub-total:			\$ 35,000
E. Travel & Expenses			
			\$ 0
F. Contingencies / Customizations			
Financial System Integration – batch script	\$	2,500	- JD Edwards
Control Tables Setup	\$	18,000	
Custom Reports	\$	4,500	- 3 reports
Custom Forms	\$	4,500	- 3 forms
Custom Scripts	\$	4,500	- 3 scripts
Sub-total:			\$ 34,000
G. Discounts			
More than 5 users	(\$	2,500)	
More than 6 modules	(\$	20,000)	
Southern CA User	(\$	25,000)	
Sub-total:			(\$ 47,500)
Total of TRAKIT Installation:			\$ 203,500

	Annual Maintenance	
TRAKIT Annual Maintenance Fee – Year 1	Waived *	- 41 users
TRAKIT Annual Maintenance Fee – Year 2	\$ 25,900	- 41 users
TRAKIT Annual Maintenance Fee – Year 3	\$ 25,900	- 41 users
TRAKIT Annual Maintenance Fee – Year 4	\$ 27,195	- 41 users
TRAKIT Annual Maintenance Fee – Year 5	\$ 27,195	- 41 users

*Annual Maintenance and Technical Support – No charge for first twelve (12) months following System Acceptance.

Additional Items available to CLIENT:

- Item 1. Additional Concurrent User Licenses**
Includes all the use of additional End User Licenses.
- | | |
|--------------------------------|------------------|
| End-User License | \$ 2,000/user |
| Addition to Annual Maintenance | \$ 400/user/year |

The CLIENT, at its sole discretion, may select or decline each of the above optional items individually prior to twelve (12) months from the commencement of this Agreement.

The completion time for optional items will be mutually agreed upon by CRW and the CLIENT at time of selection by CLIENT of any of the above optional items.

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "TRAKIT".
2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is forty-one (41). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.
8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.
9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.
10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.
12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT. CLIENT will then have the same amount of time to test the corrected error, as it took CRW to rectify.
4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.
6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.

EXHIBIT F

SOFTWARE ESCROW AGREEMENT

Date of Agreement: November 21, 2003	Escrow No. 5794-MB
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EscrowTech:	EscrowTech International, Inc. C7 Data Center Building 333 South 520 West, Suite 230 Lindon, UT 84042	Tel.: (801) 852-8202 Fax: (801) 852-8203
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Owner:	CRW Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127	Tel.: (858) 451-3030 Fax: (858) 451-3870
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1. **Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of "Deposit Materials" (see Exhibit A) for the Software (the "Escrow").
2. **Beneficiaries.** Each licensee of the Software who registers under Section 3 shall be a "Beneficiary."
3. **Registration.** To register a licensee as a Beneficiary with EscrowTech:
 - (a) Owner and the licensee will complete and execute EscrowTech's then-current Beneficiary Registration Form.
 - (b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.
 - (c) EscrowTech will give written notice to Owner and the licensee of receipt of the Beneficiary Registration Form.
4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.
5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will

be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide decryption tools/keys, passwords or information needed for decryption.

6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."
7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.
 - (a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each

- Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.
- (b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and each Beneficiary.
 - (c) **Deficiency.** If a Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.
 - (d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.
 - (e) **Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.
 - (f) **Designated Beneficiary Option.** If certain Deposit Materials apply only to one Beneficiary (e.g., the Software is customized for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.
8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.
9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary's Registration Form that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Parties agree that the Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the "Release Condition" described in the applicable Beneficiary Registration Form occurs. The following release procedure shall apply:

- (a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.
- (b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.
- (c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11 (d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.
- (d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order.

Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Escrow or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit

Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

- (a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable.
- (b) **Beneficiary Fees.** For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the

date of this Agreement and anniversaries thereof.

- (c) **Excess Update Fee.** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit B) to EscrowTech for each extra Update. Any deposits of Deposit Materials for designated Beneficiaries under Section 7(f) shall be deemed Updates for the purpose of this Excess Update Fee.
- (d) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.
- (e) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).
- (f) **Increases.** The fees set forth in Exhibit B are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.
- (g) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above Fees.

16. **Termination of Beneficiary's Registration.** A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

- (a) The Beneficiary gives written notice of such termination to EscrowTech.
- (b) The Beneficiary's License Agreement terminates. [If the License Agreement consists of more than one

agreement and if less than all such agreements terminate, then the License Agreement shall consist of the unexpired agreements and the Beneficiary shall continue as a "Beneficiary" under this Agreement.] In the event of such termination, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

- (c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.
- (d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

- (a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.
- (b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.
- (c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with

respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or a Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all License Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. **Dispute Resolution.** In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration

proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.
21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.
22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.
23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the

Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.
25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.
26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.
27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.
30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.
31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.
32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).
33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.
34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the successor's written agreement to accept or assume this Agreement.
35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

SOFTWARE ESCROW AGREEMENT (EXHIBITS)

EXHIBIT A

A. SOFTWARE

Name of "Software": TRAKIT (includes all modules of TRAKIT, including eTRAKIT and MobileTRAK)

B. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source code for the Software and electronic version of documentation.

C. UPDATES

If and as any new version of, update to, or replacement for any Software is released, licensed or provided under a License Agreement to a Beneficiary, Owner shall update the Deposit Materials by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials in the Escrow current with the Software licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates more frequently than two (2) times per contract year.

EXHIBIT B

Fee Schedule¹		
Release Fee (only if release occurs)	\$100 per Beneficiary	See Section 15 (d)

¹ These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice.

SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM

Owner: CRW Systems, Inc. Escrow No. 5794-MB

Beneficiary: City of Oceanside
 Michael Sherwood
 IT Department
 300 North Coast Highway
 Oceanside, CA 92054
 Phone: (760) 435-3808
 Fax: (760) 435-3078
 Email: msherwood@ci.oceanside.ca.us

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated November 21, 2003 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

**AGREEMENT FOR THE INSTALLATION AND USE OF
PERMIT, PLANNING and CODE ENFORCEMENT SOFTWARE**

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: March 15, 2009

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

Beneficiary: City of Oceanside, California

Owner: CRW Systems, Inc.

Authorized Signature



Authorized Signature

For EscrowTech Only!

Date Received by EscrowTech: _____ EscrowTech Signature: _____

SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM
APPENDIX 1

RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

- a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.
- b. Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.
- c. Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS

In the event that the Deposit Materials are released to Beneficiary, the following shall apply:

- a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
- d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

EXHIBIT G

INSURANCE CERTIFICATE

Information pertaining to CRW's Insurance Certificate and Providers, are listed below. A copy of the Insurance Certificate with CLIENT listed as the named Certificate Holder is included on the following page.

General Liability

Provider: The Hartford Insurance Group
Policy Number: 46SBAIF3320
Coverage: Each Occurrence - \$1,000,000
Damage to Premises - \$300,000
Medical Expense - \$10,000
Personal & Adv Injury - \$1,000,000
General Aggregate - \$2,000,000

Automobile Liability

Provider: The Hartford Insurance Group
Policy Number: 46SBAIF3320
Coverage: Single Limit - \$1,000,000

Excess Liability

Provider: The Hartford Insurance Group
Policy Number: 46SBAIF3320
Coverage: Single Limit - \$1,000,000
Retention - \$10,000

Professional Liability

Provider: ACE-American
Policy Number: G21514172001
Coverage: Occurrence - \$1,000,000
Aggregate - \$2,000,000

Employment Practices Liability

Provider: Philadelphia Indemnity Insurance Co.
Policy Number: PHSD259487
Coverage: Each Occurrence - \$1,000,000

Worker's Compensation

Provider: The Hartford Insurance Group
Policy Number: 76 WEG RQ0931
Coverage: Bodily Injury - \$1,000,000