

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NOBLE SOFTWARE GROUP, LLC
FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This Agreement, entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Noble Software Group, LLC, a California corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Probation Department, desires to retain a qualified professional to provide licensed risk assessment and case plan software and hosting as well as validation services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the risk assessment, case plan, and validation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Chief Probation Officer, or a designee thereof, hereinafter referred to as "CPO."

2. TERM:

This Agreement shall begin on July 1, 2020 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days

advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Ninety-nine Thousand Seven-hundred and Thirty-eight Dollars (\$99,738). In no event shall the maximum amount paid under this Agreement exceed Forty-five Thousand Two-hundred and forty-six Dollars (\$45,246) for fiscal year 2020-2021 and Twenty-seven Thousand Two-Hundred and Forty-six Dollars (\$27,246) for fiscal year 2021-2022 and Twenty-seven Thousand Two-Hundred and Forty-six Dollars (\$27,246) for fiscal year 2022-2023. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable-e hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit C or Work Orders and payable as set forth therein or, if not set forth, payable as follows: one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.
- D. T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US \$500.00 require the prior approval of Client.
- E. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

- A. CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, CPO

and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Probation Department – Fiscal Unit
Attention: Elisha Hardison, Legal Office Business Manager
2002 Harrison Ave.
Eureka, CA 95501

OR

pfiscal@co.humboldt.ca.us

- B. A service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.
- C. All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Probation Department
Attention: Shaun Brenneman, Chief Probation Officer
2002 Harrison Ave.
Eureka, CA 95501

CONTRACTOR: Noble Software Group, LLC
Attention: Chief Financial Officer
PO Box 990891
Redding, CA 96099

NOBLE

LEGAL COUSEL: Lasher Holzapfel Sperry & Ebberson
Attention: Ronald E. Braley
601 Union St., Suite 2600
Seattle, WA 98101-4000

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a

format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any

and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims

for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
- 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 - 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 - 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 - 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 - 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Noble Software Group, LLC
Attention: Aaron Picton, CFO
1320 Yuba St, Ste 212
Redding, CA 96001

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not

intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part,

without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to CPO in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3-D – Compensation Upon Termination, Section 8– Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

NOBLE SOFTWARE GROUP, LLC:

By:  _____

Date: 11/12/20

Name: Aaron Pickett

Title: CFO

By:  _____

Date: 11/12/20

Name: Diane Norris

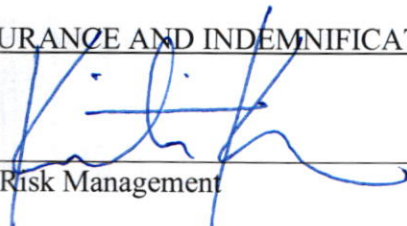
Title: President

COUNTY OF HUMBOLDT:

By: _____
Estelle Fennell
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 12/1/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

Risk assessment and case plan software and software hosting, as well as tool validation.

1. SERVICES:

- Annual hosting of Noble Assessment Platform, Adult and Juvenile Install, 44 Users
- Annual Hosting of Inter-rater Reliability site, 44 users
- Noble view
- Validation Study once every three years
- Training Program

2. SCHEDULE:

N/A

3. DELIVERABLES:

- Annual hosting of Noble Assessment Platform, Adult and Juvenile Install, 44 Users
- Annual Hosting of Inter-rater Reliability site, 44 users
- Noble view
- Validation Study once every three years of SRA and ONA data. See Validation Study attached for specific deliverables.

4. ACCEPTANCE CRITERIA:

- All active enterprise component software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a severity 1 error
- The case planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.
- Integration will be deemed accepted after the system successfully imports data for all areas of the application for which the COUNTY has implemented methods per the documentation.
- The system may not be considered acceptable if it encounters any unsolved severity 1 errors as defined in the Noble Software Maintenance Agreement

5. REPORTING REQUIREMENTS:

N/A

6. PLACE OF PERFORMANCE:

Redding, CA/ Eureka, CA

7. COUNTY RESPONSIBILITIES:

County shall provide and maintain PCs with internet access to the hosted site available to users via current versions Microsoft Edge, Google Chrome, Mozilla Firefox, or another modern browser. A

PDF reader shall be available for review of reports. County shall maintain the integration to the hosted site using documentation and support provided by CONTRACTOR.

EXHIBIT B
SCHEDULE OF RATES
Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

The Licensee may use the following Software at the locations listed/defined in this Agreement.

PRICING FOR LICENSED SOFTWARE

Pricing for 44 named users is set at **\$27,246 USD**

PRODUCT	PRICE
Annual Hosting for Noble Assessment Platform, Adult and Juvenile Installs, 44 Users	\$22,433
Annual Hosting for IRR Site, 44 Users	4,813
Noble View	Included
PRODUCT	PRICE
Validation Study of SRA and ONA	\$18,000
PRODUCT	PRICE
Training (per Day)	\$ 2,200

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

- (1) Client Representative
- (1) Systems Engineer
- (1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

EXHIBIT C
SCOPE OF SERVICES
Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

DEFINITIONS

- 1.1 "Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.
- 1.2 "Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.
- 1.3 "Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third-Party Materials.
- 1.4 "User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.
- 1.5 "Work Order": A written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.
- 1.6 "Hosting Site": An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

2. SCOPE OF TASKS

- 2.1 Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.
- 2.2 Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.
- 2.3 Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall

apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

3. ACCEPTANCE

- 3.1 Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.
- a. If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.
 - b. Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.
 - c. If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.
 - d. If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.
 - e. Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

- f. In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

4. TITLE

- 4.1 Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").
- 4.2 Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").
- 4.3 The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:
- a. New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and
 - b. New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and
 - c. Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.
- 4.4 Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.
- 4.5 In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally

identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

5. LICENSE

- 5.1 In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to Client by Noble) on Noble's hosting servers for the term of this agreement.
- 5.2 Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.
- 5.3 The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").
- 5.4 Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
- 5.5 Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.
- 5.6 Client is strictly prohibited from installing any third-party software on Noble's servers without the express written authorization of Noble.
 - a. In the event that the authorized third-party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

- b. In the event that the Client installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

6. WARRANTIES

- 6.1 Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.
- 6.2 To the extent its agreement with a supplier of Third-Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.
- 6.3 Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.
- 6.4 Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.
- 6.5 These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.
- 6.6 If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.
- 6.7 If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction

for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

- 6.8 Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.
- 6.9 Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.
- 6.10 THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

7. NON-SOLICITATION OF EMPLOYEES

- 7.1 Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 10 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by Client of any fees due under Section 3 of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.
- 7.2 If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.

8. COMPLIANCE WITH LAW

- 8.1 This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.
- 8.2 Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on its Hosted Site *for purposes of validation and system monitoring*. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- 8.3 Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

9. APPLICABLE LAW

- 9.1 The law of the State of California applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in Humboldt County, California, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Humboldt County, California, or to in personam jurisdiction, provided that service is effective.
- 9.2 The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

10. PROPRIETARY RIGHTS INDEMNITY

- 10.1 Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client's expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.
- 10.2 In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.
- 10.3 To the extent its agreement with a vendor of Third-Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.
- 10.4 The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

11. GENERAL INDEMNITY

- 11.1 The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable

notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

- 11.2 Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.
- 11.3 Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.
- 11.4 NOBLE shall hold harmless, defend and indemnify COUNTY from liability to third parties resulting from infringement by the Software of any patent or copyright or misappropriation of any trade secret, provided NOBLE is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. NOBLE will not be responsible for any settlement it does not approve in writing. If, due to a claim of infringement, the Software or Professional, Support and Maintenance Services are held by a court of competent jurisdiction to be or are believed by NOBLE to be infringing, NOBLE may, at its option and expense, replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, obtain a license which allows COUNTY to continue using the Software or terminate this Agreement and provide COUNTY a refund of any prepaid, unused fees. The foregoing obligations shall not apply when the alleged infringement relates to:
 - a. Situations in which the Software is modified by any person or entity other than NOBLE, but only to extent the alleged infringement is caused by such modification.
 - b. Situations in which the Software is combined with products or processes not provided or authorized by NOBLE, but only to the extent the alleged infringement is caused by such combination.
 - c. Situations in which COUNTY's use of the Software or the Professional, Support and Maintenance Services provided hereunder is not strictly in accordance with the terms and conditions of this Agreement.
 - d. Situations in which the underlying claim pertains to any third-party code provided with the Software.
 - e. Situations in which COUNTY settles or makes any admissions with respect to a claim without NOBLE's prior written consent.

12. LIMITATION OF LIABILITY

- 12.1 NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES

GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12.2 Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 14 ("Indemnification") of this Agreement or for such liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.
- 12.3 Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.
- 12.4 Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

13. CONFIDENTIALITY

- 13.1 Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.
- 13.2 Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.
- 13.3 Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

- 13.4 Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.
- 13.5 Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

14. DISPUTE RESOLUTION

- 14.1 Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

15. INJUNCTIVE RELIEF

- 15.1 Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), Section 10 ("Non-Solicitation of Employees") or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.
- 15.2 Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

15.3 This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT

NOBLE SOFTWARE GROUP, LLC.

Signed: _____

Signed: _____

Print name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
LICENSED SOFTWARE
Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Annual hosting for Noble Assessment Platform, adult and juvenile installations	Service to provide assessment delivery and case planning services
Annual subscription to Noble IRR Site	Service to provide inter-rater reliability testing of staff
Noble View	Access to a reporting copy of the database, including views that are designed for easier data analysis

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 44 named users

EXHIBIT E
THIRD PARTY MATERIALS

Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

OVERVIEW

Noble is not responsible for the procurement and delivery of any third-party materials to the Client as part of the execution of this agreement.

EXHIBIT F
CLIENT TASKS

Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

CLIENT TASKS

The Client will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Noble and the Client. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

The Client will provide network related services to allow clients to access the Licensed Software;

The Client will provide client operating systems and platforms with Microsoft Internet Explorer 10 or better, as well as Adobe Reader for the viewing of any reports;

If Client elects to utilize integration services, Client will develop and maintain the middleware component required for integration;

If Client elects to migrate data from previous assessment systems, Client will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

EXHIBIT G
SAMPLE NOBLE SOFTWARE GROUP, LLC WORK ORDER

Noble Software Group, LLC
Fiscal Years: 2020-21, 2021-22 and 2022-23

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("NOBLE") to the County of Humboldt ("Client"). All terms and conditions of the Software License Agreement between Noble and Client, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: \$_____ or the following percentage of the software list price:
_____ %

Maintenance is under the terms of the _____ agreement dated
_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/CLIENT TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

CLIENT

NOBLE SOFTWARE GROUP, LLC.

Signed: _____

Signed: _____

Print name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____