

TAXONOMY SOFTWARE VENDOR LICENSE AGREEMENT

This Taxonomy Software Vendor License Agreement (this “**Agreement**”) is entered into as of _____, 20____ (the “**Effective Date**”) by and between Information and Referral Federation of Los Angeles, Inc., doing business as 211 of LA County, a not-for-profit corporation (“**211 LA**”), and _____, a _____ corporation (“**Vendor**”).

WHEREAS, 211 LA, together with input from the Alliance of Information and Referral Systems (“**AIRS**”) and other contributors, has developed a human services classification system for information and referral service providers known as “A Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field” (the “**Taxonomy**”); and

WHEREAS, Vendor desires to (i) develop certain software application products and/or services that are capable of utilizing the Taxonomy and made available by Vendor to information and referral service providers pursuant to the terms and conditions of this Agreement, and (ii) if permitted hereunder, incorporate the Taxonomy into such products and/or services.

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 211 LA and Vendor hereby agree as follows:

1. DEFINITIONS

1.1 “Combined Product” means a Vendor Product in which the Taxonomy is incorporated in accordance with the terms of this Agreement.

1.2 “Demonstration Copy” means a copy of a Vendor Product in which the Taxonomy is incorporated and that is (i) distributed or otherwise made available by Vendor to prospective End Users for a limited period of time pursuant to Section 2.2 solely for the limited non-commercial purpose of demonstrating a Vendor Product to prospective End Users and (ii) is incapable of being utilized in a development, support, production or commercial capacity.

1.3 “Documentation” means such manuals, documentation and other supporting materials, if any, relating to use of the Taxonomy as are currently maintained by 211 LA and generally provided to its licensees.

1.4 “End User” means a third party information and referral service provider or other person or entity that is licensed to use a Licensed Product for its own internal business purposes and not for redistribution or resale.

1.5 “End User Agreement” means an end user license agreement between Vendor and an End User that complies with Section 2.3(a) of this Agreement.

1.6 “Intellectual Property Rights” means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship worldwide, including, without limitation, copyrights and moral rights; (b) trademark, service mark and trade name rights, and similar rights; (c) trade secret rights; (d) inventions, patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature worldwide) (including, without limitation, logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter made, existing or in force.

1.7 “Licensed Product” means the Vendor Product or the Combined Product (as applicable). The Vendor Product and the Combined Product shall be collectively referred to herein as the “Licensed Products.”

1.8 “Taxonomy” shall have the meaning set forth in the recitals above. All references in this Agreement to “Taxonomy” shall include all related Documentation and Taxonomy Updates provided to Vendor by 211 LA hereunder (unless the context otherwise indicates).

1.9 “Vendor Products” mean a software application specified in Exhibit A hereto that is developed and maintained by Vendor and made available to information and referral service providers in the form of a Standard Software Product or Subscription Software Product for use with the Taxonomy. For purposes of clarification, a Vendor Product is a stand-alone software application that supports but does not incorporate the Taxonomy.

1.10 “Standard Software Product” means a software product made available to information and referral service providers on a perpetual basis for local installation and use in exchange for an up-front one-time fee.

1.11 “Subscription Software Product” means a software product made available for use by information and referral service providers on a hosted or subscription basis (either over the Internet from servers operated by Vendor or via a local installation with recurring charges).

1.12 “Specifications” means specifications, criteria, guidelines and other requirements that may be issued by 211 LA and/or AIRS from time to time relating to the incorporation or use of the Taxonomy with a product or service by third parties, including the “Criteria for Installation of the AIRS/211 LA County Taxonomy in an I&R Software Package” made available by AIRS.

1.13 “Taxonomy Subscriber” means an information and referral service provider that is a subscriber of the Taxonomy pursuant to a written subscription agreement with 211 LA.

1.14 “Term” means the period set forth in Section 11.1 of this Agreement.

1.15 “Territory” means the United States of America.

1.16 “Taxonomy Updates” means updates and new versions of the Taxonomy made generally available by 211 LA to its licensees, but does not include new products or services otherwise provided for an additional fee.

2. GRANT OF LICENSES

2.1 Taxonomy. During the Term and subject to the terms and conditions of this Agreement, 211 LA hereby grants to Vendor the following non-exclusive, non-transferable rights and licenses in the Territory:

- (a) to internally use the Taxonomy for the development and production of Vendor Products;
- (b) to internally copy the Taxonomy and incorporate such copy into the Vendor Products to form Combined Products; provided, that Vendor is expressly authorized by 211 LA in Exhibit A hereto to incorporate a copy of the Taxonomy into such Vendor Products;
- (c) to host and maintain such Combined Products on server computers operated and controlled by Vendor and to make such hosted Combined Products available for remote access and use by End Users over the Internet; provided that the applicable Vendor Product is expressly identified as a “hosted” Subscription Software Product in Exhibit A hereto;
- (d) to distribute such Combined Products to End Users for local installation and use by such End Users; provided that the applicable Vendor Product is expressly identified as a Standard Software Product or “locally installed” Subscription Software Product in Exhibit A hereto;
- (e) to internally use the Taxonomy for purposes of testing, servicing, supporting and maintaining such Licensed Products; and
- (f) to modify and incorporate the Documentation (or portions thereof) into the documentation for such Combined Products, and reproduce, have reproduced and distribute to End Users in the Territory such modifications and portions of the Documentation as incorporated into such documentation for such Combined Products.

2.2 Demonstration Copies.

(a) During the Term and subject to the terms and conditions of this Agreement, Licensor hereby grants Vendor a non-exclusive, non-transferable right and license to internally copy the Taxonomy to create Demonstration Copies and distribute or otherwise make available such Demonstration Copies to prospective End Users in the Territory, solely for the limited non-commercial purpose of demonstrating the Vendor Product to prospective End Users. Prospective End Users may only receive access to or use of such Demonstration Copies to internally test and evaluate a Vendor Product to assess whether or not to acquire a license to such Vendor Product and become a Taxonomy Subscriber. Prospective End Users may not receive access to or use of such Demonstration Copies for periods longer than thirty (30) days without 211 LA’s prior written approval and Vendor hereby agrees to disable access to and use of the Demonstration Copies, and require deletion and return of all copies, upon the expiration of thirty (30) days by password protecting the Demonstration Copies. Demonstration Copies may not be transferred, distributed or sublicensed to third parties. Vendor may not permit the use of Demonstration Copies for any development, support, production or commercial purposes.

(b) In the event that a prospective End User wishes to license the Taxonomy and become a Taxonomy Subscriber, Vendor shall direct the prospective End User to contact 211 LA directly. For purposes of clarification, Vendor shall have no right to execute, or commit 211 LA to execute a written subscription agreement with the prospective End User to allow the End User to become a Taxonomy Subscriber.

2.3 Limitations.

(a) Vendor shall ensure that each use of the Combined Products and Demonstration Copies by End Users is subject to a binding written End User Agreement (signed by the End Users or a “shrink-wrap” or “click-through” version of the agreement accepted by an affirmative action of the End User) containing all of the mandatory terms set forth in Exhibit B hereto. Upon 211 LA’s request from time to time, Vendor shall provide 211 LA with a copy of Vendor’s then-current End User Agreements. Vendor shall use its best efforts to enforce the terms and conditions of each End User Agreement.

(b) Before delivering any Combined Product to a new End User, Vendor shall require such new End User to certify in writing that it is a Taxonomy Subscriber. For avoidance of doubt, Vendor may not, and shall not, except as permitted herein and under Section 2.2 above, (A) make available or otherwise distribute the Taxonomy or Taxonomy Updates (including as incorporated into a Combined Product) to any person or entity that is not a Taxonomy Subscriber, nor (B) make available or otherwise distribute the Taxonomy on a stand-alone basis or with any other software, hardware or services other than as incorporated with a Vendor Product hereunder. For purposes of illustration and clarification, in the event that an End User ceases to be a Taxonomy Subscriber, Vendor (i) may no longer provide or make available to such End User any Taxonomy Updates (whether alone or as part of an update to the Combined Product), but may otherwise support such End User’s use of the Combined Product solely with the version of the Taxonomy in use on the date that such End User ceases to be a Taxonomy Subscriber and (ii) may provide updates to such Combined Product provided that they do not include any Taxonomy Updates.

(c) Vendor hereby represents, warrants and agrees that it will: (i) expressly disclose in writing to each end user of Vendor Products that such end user must enter into a separate subscription agreement with 211 LA and become a Taxonomy Subscriber in order to use the Taxonomy, and (ii) include a conspicuous copy of such disclosure in the applicable license agreement for the Vendor Products.

(d) Vendor’s use of the Taxonomy (including the exercise of each of the rights granted under Sections 2.1 and 2.2) shall be in accordance with applicable Specifications within a reasonable period of time following 211 LA or AIRS making such Specifications available.

(e) All copies of the Taxonomy made available by Vendor shall contain 211 LA proprietary notices and shall remain subject to this Agreement. Except as expressly authorized herein or under an agreement between 211 LA and the applicable End User, Vendor shall not, nor shall any End User be authorized to: (i) copy the Taxonomy; (ii) translate, modify, adapt, enhance, decompile, disassemble or reverse engineer the Taxonomy; (iii) use the Taxonomy for the purpose of creating another product or service; or (iv) use the Taxonomy to provide any facility management, service bureau or similar services to third parties.

3. MARKETING AND DELIVERY

3.1 Delivery of Taxonomy. Within five (5) days of payment of the annual license fee set forth in Section 5.1(a) below, 211 LA shall make the Taxonomy available for download by Vendor. Vendor shall be responsible for duplication and authorized distribution of all Demonstration Copies to prospective End Users and the authorized provision of Licensed Products to its End Users.

3.2 Review of Licensed Products. At 211 LA’s request, Vendor shall furnish or otherwise make available to 211 LA, at no expense to 211 LA, Licensed Products for which 211 LA shall have the right, but not the obligation, to conduct reasonable inspections and testing to ensure that the Taxonomy has been correctly incorporated or otherwise implemented with the underlying Vendor Products. For avoidance of doubt, 211 LA shall not make any production or other commercial use of such Licensed Products. Vendor shall make, at no expense to 211 LA, changes or corrections to the Licensed Products reasonably requested by 211 LA regarding the incorporation of, or interoperability with, the Taxonomy. If the Taxonomy has not been correctly incorporated or otherwise implemented, or if 211 LA’s reasonable requests for such changes or corrections to the Licensed Products are not made (at Vendor’s sole cost and expense), 211 LA shall have the right to terminate this Agreement pursuant to Section 11.3(a).

3.3 Restrictions. Vendor shall not make (a) any representation or warranty on behalf of 211 LA; (b) any representation concerning the quality, performance or other characteristics of the Taxonomy other than those

which are consistent in all respects with the applicable Documentation; or (c) any commitment to modify the Taxonomy.

4. END USER SUPPORT AND TAXONOMY UPDATES

4.1 Support. Vendor shall be responsible for providing End Users with support for the Licensed Products (including the Taxonomy that is incorporated in the Combined Products), by qualified, properly trained Vendor technical staff. Such support shall include call acceptance and response, problem isolation and trouble shooting, and identification and provision of fixes, work-arounds and updates to the Licensed Products (including those necessitated by Taxonomy Updates provided by 211 LA). 211 LA shall not have any obligation to provide any support services for Licensed Products or Demonstration Copies.

4.2 Taxonomy Updates. 211 LA shall make available for download by Vendor all Taxonomy Updates of the Taxonomy made generally available by 211 LA during the Term. Vendor shall be responsible for developing all updates for the Licensed Products (including updates required to implement Taxonomy Updates provided by 211 LA) and for implementing such updates only for properly licensed End Users.

5. FEES AND PAYMENTS

5.1 Annual Fees; Reports.

(a) Within fifteen (15) days of the Effective Date and each anniversary thereof, Vendor shall pay 211 LA an annual license fee of \$2,000. 211LA may adjust the annual license fee applicable in any renewal term upon at least forty-five (45) days prior written notice. If Vendor does not agree with a price adjustment, Vendor's sole remedy shall be its right to terminate pursuant to Section 11.2(b) below. Vendor is free to set its own prices for Licensed Products and related services.

(b) Within fifteen (15) days of the end of each calendar quarter, Vendor shall submit to 211 LA a report, in a format reasonably satisfactory to 211 LA, listing (i) with respect to Licensed Products made available as Subscription Software Products, each End User entitled to receive access to or use of each such Licensed Product during the calendar quarter; and (ii) with respect to Licensed Products made available as Standard Software Products, each End User that received a copy of such Licensed Product (or any update thereto) during the calendar quarter.

5.2 Payments.

(a) All payments shall be made by Vendor in U.S. dollars to 211 LA's address set forth on the signature page of this Agreement, or such other address or payment method (e.g. wire transfer) as may be specified by 211 LA by written notice. Delays or failures in obtaining payments from any End User shall not affect Vendor's obligations to make timely payments to 211 LA hereunder. Any amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower.

(b) All fees set forth herein are exclusive of taxes, including sales, use or value added taxes, where applicable. Vendor shall pay all applicable tariffs, duties or taxes (other than franchise and income taxes for which 211 LA is otherwise responsible) imposed or levied by any government or agency, including, without limitation, federal, state and local sales, use, value added and personal property taxes.

5.3 Records and Audit Rights. During the Term and for a period of at least two (2) years thereafter, Vendor shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall conduct such internal audits as are reasonably required to verify continuing full compliance with this Agreement. These records and accounts shall include, at a minimum, (a) for each Licensed Product, the End User name and address; (b) the date the applicable Licensed Product(s) was first made available to such End User; and (c) a copy of each End User Agreement. 211 LA shall have the right, from time to time, to audit, or have its agent or contractor audit, such books, records and accounts of Vendor to verify Vendor's compliance with the terms and conditions of this Agreement. Any such audit shall be at 211 LA's expense; provided, however, if such audit reveals a material breach of a term or condition of this Agreement, Vendor shall promptly pay to 211 LA all costs and expenses of such audit, and 211 LA may perform additional audits, at Vendor's expense, until an audit no longer shows any noncompliance. At 211 LA's request from time to time, Vendor shall provide to 211 LA a signed officer's certificate certifying Vendor's compliance with this Agreement.

6. PROPRIETARY RIGHTS

6.1 Ownership. Vendor acknowledges and agrees that, as between 211 LA and Vendor, 211 LA and/or its licensors own and shall retain all Intellectual Property Rights in and to the Taxonomy (including any modifications or contributions thereto that may be suggested or made by Vendor), the Marks and other information or materials of a proprietary or confidential nature provided by 211 LA in connection with this Agreement (collectively, the “**211 LA Materials**”). To the extent that Vendor is deemed under applicable law to retain any Intellectual Property Rights in any 211 LA Materials, Vendor hereby irrevocably conveys and assigns any and all such Intellectual Property Rights to 211 LA, which assignment shall be deemed effective as to any future modifications or contributions immediately upon the creation thereof. Vendor further irrevocably waives any “moral rights” or other rights with respect to attribution of authorship or integrity of any modifications or contributions suggested or made by Vendor under any applicable law under any legal theory. Nothing contained in this Agreement shall be construed as conferring upon Vendor (by implication, operation of law or otherwise) any license or right in or to the 211 LA Materials not expressly granted by 211 LA in this Agreement.

6.2 Protection. Vendor shall protect the 211 LA Materials with at least the same degree of care with which it protects its own similar proprietary information (but in no event less than reasonable care) and shall not cause or permit such information or data to be disclosed to third parties or duplicated or used except as permitted in this Agreement. In addition, Vendor shall: (a) cooperate with 211 LA and use its best efforts, without requirement to institute suit, to protect the 211 LA Materials from infringement; (b) promptly notify 211 LA of any act of which Vendor becomes aware that may constitute a violation or infringement of any Intellectual Property Right or other right in the 211 LA Materials, or that may otherwise constitute a violation of this Agreement or any applicable law; (c) promptly notify 211 LA of any claim, allegation or notification of which Vendor becomes aware that any 211 LA Materials or the marketing thereof violates or infringes upon the Intellectual Property Rights or other rights of any third party, or otherwise violates any applicable law; (d) ensure that all copyright, trademark and other proprietary notices affixed to or displayed on the 211 LA Materials shall not be removed, covered or modified; and (e) execute, and cause to be executed, all appropriate documents and fully cooperate with 211 LA, at 211 LA’s expense, to obtain, register and enforce anywhere in the world for 211 LA’s benefit all its rights under this Agreement, including, without limitation, any Intellectual Property Rights in the 211 LA Materials or any portion or element thereof. Vendor acknowledges and agrees that unauthorized disclosure, use or copying of the 211 LA Materials may cause 211 LA serious financial loss. Accordingly, in the event of any unauthorized disclosure, use or copying of the 211 LA Materials, Vendor agrees that 211 LA shall have the right to seek injunctive or other equitable relief.

7. COPYRIGHT NOTICE

Vendor shall prominently include the following notice on the home page/primary interface screen for each Licensed Product:

The index, codes and definitions of the terms contained herein are the intellectual property of Information and Referral Federal of Los Angeles, Inc. and are protected by copyright and other intellectual property laws. No part of this listing of human services terms and definitions may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electrical, mechanical, photocopying, recording or otherwise without the prior written permission of the Information and Referral Federal of Los Angeles County, Inc. Copyright© 1983-2009, Information and Referral Federal of Los Angeles County, Inc. All rights reserved.

8. DISCLAIMER

211 LA does not represent that the Taxonomy will meet any expectations or specifications of Vendor. THE 211 LA MATERIALS AND ANY OTHER INFORMATION, PRODUCTS OR SERVICES PROVIDED BY 211 LA TO VENDOR ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. 211 LA HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY

211 LA’s entire liability to Vendor for damages concerning performance or nonperformance by 211 LA or in any way arising from or related to this Agreement, regardless of whether the claim for such damages is based in contract,

tort, strict liability or otherwise, shall not exceed the amounts received by 211 LA under this Agreement. IN NO EVENT SHALL 211 LA BE LIABLE TO VENDOR OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF 211 LA HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. 211 LA shall have no liability with respect to claims relating to or arising from the use of any Licensed Product or other non-211 LA product or service, even if 211 LA has recommended such product or service.

10. INDEMNIFICATION

Vendor shall indemnify and hold 211 LA harmless from and against all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against 211 LA directly or indirectly arising from or in connection with: (a) any claims that any Licensed Product or other hardware, software or service supplied by Vendor infringe any third-party Intellectual Property Rights; (b) any misrepresentation made by Vendor regarding 211 LA, the Taxonomy or any Licensed Product; (c) any breach by Vendor of this Agreement; or (d) any warranty, representation or guarantee made by Vendor with respect to the Taxonomy or any Licensed Product.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, shall continue for a period of two (2) years. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless and until terminated pursuant to the terms hereof. The initial two-year term of this Agreement, together with each renewal term, shall constitute the "Term."

11.2 Termination by Either Party.

(a) Either party may terminate this Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and fails to cure substantially such default within fifteen (15) days after receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default.

(b) Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

11.3 Termination by 211 LA. 211 LA may terminate this Agreement immediately upon written notice to Vendor, in the event that: (a) Vendor breaches any of the terms or obligations set forth in Sections 2 (Grant of Licenses), 3.2 (Approval of Licensed Products) or 6 (Proprietary Rights) hereof; or (b) Vendor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law (whether domestic or foreign), or has wound up or liquidated, voluntarily or otherwise. In the event that any of the events set forth in subparagraph (b) occurs, Vendor promptly shall notify 211 LA of such occurrence.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(a) Except to the extent, and only for so long as, necessary for Vendor to continue providing Licensed Products to existing End Users in accordance with Section 11.4(c), (i) Vendor shall promptly return or destroy, as directed by 211 LA, all copies of the Taxonomy and shall provide 211 LA with a written certification of such destruction signed by an officer of Vendor; (ii) all rights and licenses granted by 211 LA hereunder shall immediately cease, and Vendor shall immediately pay to 211 LA all amounts then due and outstanding under this Agreement (if any);

(b) Except to the extent, and only for so long as, necessary for Vendor to continue providing Licensed Products to existing End Users in accordance with Section 11.4(c), Vendor shall immediately: (i) cease the provision and offering of the Taxonomy and all use of 211 LA Materials; (ii) cease acting in any manner that, in 211 LA's reasonable discretion, may create confusion in the marketplace or suggest that Vendor is a provider of software or services that include the Taxonomy; (iii) delete all 211 LA Materials from its computer systems, storage media and other files; (iv) remove all references to the Taxonomy from all marketing materials, letterhead, signs and other media on which the same are displayed; and (v) at 211 LA's option, destroy or deliver to 211 LA or its designee all 211 LA Materials in tangible form, and other items referencing the Taxonomy or containing any 211 LA Materials in or under 211 LA's possession or control, and all copies, forms and embodiments of the foregoing items;

(c) Vendor may continue to host and provide the Licensed Products to End Users existing as of the date of expiration or termination of this Agreement, solely in accordance with this Agreement and for the balance of the term of their End User Agreements, provided that and so long as any such End Users are not in breach of such End User Agreements and that Vendor terminates or causes the expiration of such agreements in accordance with their terms at the first opportunity; and

(d) the provisions of this Section 11.4 and Sections 1 (Definitions), 2.3(e) (Limitations), 5 (Fees and Payments), 6 (Proprietary Rights), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and 12 (General Provisions) shall survive.

12. GENERAL PROVISIONS

12.1 Government Contracts. For any Licensed Product delivered to an agency or instrumentality of the United States Government, Vendor shall identify the Taxonomy as “commercial computer software” and “commercial computer software documentation” and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, shall restrict the Government’s rights to use, reproduce or disclose such Licensed Product in accordance with the terms of the then-current End User Agreement.

12.2 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then each provision not so affected shall remain in full force and effect.

12.3 Assignment. Vendor may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of 211 LA. 211 LA may assign this Agreement and any of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall bind each party and its successors and permitted assigns.

12.4 Governing Law; Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Central District of California or in state court in the County of Los Angeles, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

12.5 No Waiver. No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

12.6 Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

12.7 Costs and Expenses. All financial and other obligations and costs associated with Vendor’s business and activities under this Agreement are the sole responsibility of Vendor. Vendor shall provide itself with, and be solely responsible for, such facilities, employees and business organization and such permits, licenses and other forms of clearance from governmental or regulatory agencies, if any, as are necessary or appropriate for the conduct of Vendor’s business operations in accordance with this Agreement. In addition, Vendor shall bear all other costs and expenses of conducting its business and meeting its obligations under this Agreement.

12.8 Notices. Any notice required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices shall be sent to the address and person specified on the signature page of this Agreement (or to such other person or address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.8).

12.9 Complete Agreement; Headings. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the parties with

respect to the subject matter hereof, and supersede any and all related prior understandings, agreements, representations, negotiations and discussions, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties. The captions and headings used in this Agreement are inserted for convenience only, do not form a part of this Agreement and shall not be used in any way to construe or interpret this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have affixed their signatures as of the Effective Date.

211 LA

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notice:

Address for Notice:

Information and Referral Federation of Los Angeles, Inc.
Box 726
San Gabriel, California, 91778, USA

EXHIBIT A
VENDOR PRODUCTS

(1) **Product Name:** _____

Description: _____

Product Type: Standard Software Product Subscription Software Product

- If Subscription Software Product: Hosted Locally Installed

Right to incorporate the Taxonomy into the Product to form a Combined Product:

Yes No

(2) **Product Name:** _____

Description: _____

Product Type: Standard Software Product Subscription Software Product

- If Subscription Software Product: Hosted Locally Installed

Right to incorporate the Taxonomy into the Product to form a Combined Product:

Yes No

(3) **Product Name:** _____

Description: _____

Product Type: Standard Software Product Subscription Software Product

- If Subscription Software Product: Hosted Locally Installed

Right to incorporate the Taxonomy into the Product to form a Combined Product:

Yes No

(4) **Product Name:** _____

Description: _____

Product Type: Standard Software Product Subscription Software Product

- If Subscription Software Product: Hosted Locally Installed

Right to incorporate the Taxonomy into the Product to form a Combined Product:

Yes No

EXHIBIT B

MANDATORY TERMS FOR END USER AGREEMENTS

I. Combined Products

All End User Agreements for the Combined Products shall include substantially the following provisions:

(1) The End User is only granted a non-exclusive, non-transferable right to use the Combined Product for its own internal business purposes. The End User may only use the Taxonomy with and as incorporated into the Combined Product and may not implement or use any Taxonomy Update once the End User is no longer a Taxonomy Subscriber. The End User's use of the Taxonomy with and as incorporated into the Combined Product is governed by, and subject to, the End User's subscription agreement with 211 LA.

(2) The End User shall be prohibited from reproducing any element of the Combined Product (including the Taxonomy) except as may be expressly provided in the End User Agreement, and from any sublicensing, timesharing, rental, facility management or service bureau usage of the Taxonomy.

(3) Vendor's licensor (211 LA) reserves and retains all right, title and interest (including, without limitation, all intellectual property rights) in and to the Taxonomy, and all copies thereof.

(4) Vendor and its licensors (including 211 LA) shall not be liable for any special, indirect, consequential or incidental damages arising out of usage or distribution of the Taxonomy.

(5) The Combined Product (and Taxonomy) contains the copyrights, proprietary and confidential information of Vendor and its licensor (211 LA). The End User shall agree to maintain the Taxonomy in confidence and shall protect the Taxonomy with at least the same degree of care with which it protects its own similar proprietary information (but in no event less than reasonable care).

(6) End User is hereby notified that Information and Referral Federation of Los Angeles, Inc., doing business as 211 of LA County, a non-for-profit corporation, is a third-party beneficiary to this Agreement and that the provisions of this Agreement related to the Taxonomy are made expressly for the benefit of 211 LA and are enforceable by 211 LA in addition to Vendor.

II. Demonstration Copies

All End User Agreements for Demonstration Copies shall include substantially the following provisions:

(1) The potential End User is only granted a non-exclusive, non-transferable right to use the Demonstration Copy solely for its own non-commercial, internal testing and evaluation of the applicable Vendor Product to assess whether or not to acquire a license to such Vendor Product. The potential End User may only use the Taxonomy with and as incorporated into the Demonstration Copy for a period of thirty (30) days or less and must delete and return all copies thereof upon the expiration of such period. The Demonstration Copy may not be transferred, distributed or sublicensed to third parties nor used for any development, support, production or commercial purposes.

(2) The potential End User shall be prohibited from reproducing any element of the Demonstration Copy (including the Taxonomy) except as may be expressly provided in the End User Agreement, and from any sublicensing, timesharing, rental, facility management or service bureau usage of the Taxonomy.

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