

UNIVERSITY OF CALIFORNIA
Santa Barbara, CA 93106
AVSS Technical Assistance Renewal Agreement

1. Preamble

This RENEWAL AGREEMENT dated the 1st day of July, 2008, is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (hereinafter referred to as "University"), a California public corporation and The County of _____(hereinafter referred to as "Licensee"), an Entity of Local Government having a principal address at _____, who holds a current and valid license from University to possess and use the computer program "Automated Vital Statistics System" (hereinafter referred to as "AVSS").

Whereas Licensee desires to renew its use of AVSS and University desires to continue to provide technical assistance and to maintain AVSS for the benefit of Licensee, and

Whereas the Parties have previously entered into an Agreement for a one year term that ended June 30, 2008 for similar purposes, which is incorporated by reference into this Renewal Agreement , and

In consideration of the mutual covenants herein contained, the parties hereto agree to renew and amend the above described Agreement as follows:

2. Basic Services & Licensing Fee

University agrees to provide continuing technical consultation by telephone, Monday through Friday between the hours of 8 a.m. and 5 p.m. Pacific standard time to diagnose and resolve AVSS-related software problems and to give advice about hardware and operational problems. All other Basic Services, Terms And Conditions, and licensing of AVSS from any prior agreements will remain in effect in this Renewal Agreement in consideration of a \$_____fee. Licensee acknowledges that the University has provided an invoice as an attachment to this Renewal Agreement and that the invoice is payable in full no later than December 31, 2008.

3. Recital of Mutual Indemnification

University and Licensee will defend, indemnify and hold each other, their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective party (University or Licensee) its officers, agents, or employees.

4. Term

The term of this Renewal Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009 except as otherwise specified herein.

5. Other Terms

This agreement incorporates a one page supplement entitled Terms And Conditions describing the services which the University will provide. The University and the Licensee agree that to the extent there is a conflict of provisions between the Licensee's Purchase Order (if any) and this Renewal Agreement, that the Renewal Agreement supersedes the conflicting term or condition in the Purchase Order.

LICENSEE

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Taxpayer ID No. 95-6006145 W

Sarah Fenstermaker, ISBER Director

TERMS AND CONDITIONS

A. BASIC SERVICES PROVIDED BY UNIVERSITY

1. Provide technical consultation by telephone, Monday through Friday between the hours of 8 a.m. and 5 p.m. Pacific Time, to diagnose and resolve AVSS-related software problems and to discuss and offer advice relating to hardware and operational problems.
2. Make every reasonable effort to correct AVSS-related software problems brought to University's attention in an expeditious and timely manner, or if corrections can not reasonably be made, to utilize University's best efforts to provide a temporary solution so as to maintain operational status while a permanent solution is being pursued. AVSS-related software problems must be transmitted to the University in writing or by e-mail as an AVSS Modification Request.
3. Provide to Licensee, as available and at no additional cost, one updated version of AVSS, containing user-suggested improvements and correcting deficiencies identified and corrected since the version being used by Licensee at the commencement of this Agreement was issued.
4. Provide technical consultation to Licensee in repairing, modifying or altering Licensee's database.
5. Provide consultation and advice to Licensee regarding AVSS compatibility with, and installation of, proposed hardware installations.
6. Provide technical assistance in the production of custom AVSS reports as requested by Licensee.
7. Wherever practical and appropriate, AVSS technical assistance will be rendered by telephone. When University deems appropriate, assistance may be provided in writing or by e-mail.

B. UNIVERSITY'S RESPONSE COMMITMENT

1. University's technical assistance phone line is open for calls Monday through Friday, 8 a.m. to 5 p.m. Pacific Time, except University Holidays. The numbers for the Technical Assistance are 916-449-5174 or 805-893-3214. Phone calls will be answered as received, and to the best of University's ability, messages will be answered within 24 hours .
2. User problems which cause a delay or stoppage of data entry processing and are attributable to software deficiency shall be given "emergency" priority by University's technical staff and shall be pursued until the problem is resolved or determined to be unresolvable.
3. User problems which do not cause a delay or stoppage of data entry processing, and cannot be resolved through immediate telephone interaction will be evaluated by University and within five (5) working days an estimate of the time needed to solve the problem will be provided to Licensee.