

# CONTRACT ROUTING SHEET

Date Prepared: 8/05/08

Need Date: 08/19/08

**PROCESSING DEPARTMENT:**

Department: Dept. of Child Support Svs.  
Dept. Contact: Miguel Delgado  
Phone #: X4831  
Department  
Head Signature: *Juanad Roth*

**CONTRACTOR:**

Name: Integrated information System  
Address: 555 Twin Dolphin Drive Ste. 130  
Redwood City, CA 94065  
Phone: 650-596-1790

**CONTRACTING DEPARTMENT:** Dept. of Child Support Services

Service Requested: Online web based case opening and new case processing system  
Contract Term: 3 years Contract Value: \$30,000.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 8-20-08 By: *[Signature]*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*Please take to Risk for approval. Thanks*

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 8/21/08 By: *[Signature]*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT  
AUG 20 PM 1:08

*Please call Miguel for pickup at 4831 when approved. Thanks*

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810

THIS SUBSCRIPTION AGREEMENT is dated as of Sept 10, 2008 ("Effective Date"), by and between Integrated Information Systems, Inc. dba INTRESYS, a California corporation ("INTRESYS") and El Dorado County(s) Department of Child Support Services ("Client Department"), with respect to INTRESYS' proprietary TurboCourt™ Internet-based interactive electronic forms Software (as further defined below), which on-line Software has been developed, and is maintained and owned by INTRESYS and can be used by applicants who must file cases with the Department ("End Users") to (i) complete, (ii) print out, and (iii) in certain cases electronically deliver to such Department, certain filings that comply with the local forms utilized by each such department (use of one, some or all of such services, the "Service"). The Service and its benefits are more fully described in Exhibit B, attached hereto.

INTRESYS has previously created on-line forms for filings within Client Department's home state in the count(y)(ies) set forth in item 1 of Exhibit A, which forms meet the current rules and regulations in such count(y)(ies). Client Department desires to permit End Users who require access to Client Department to utilize the Service in order to complete and print out applications, petitions, complaints in the areas of law set forth in item 2 of Exhibit A, and, if also set forth at item 2 of Exhibit A, to electronically deliver their applications, petitions, complaints to Client Department utilizing the Service.

INTRESYS is willing to permit Client Department's End-Users access to the Service and Client Department is willing to provide the Service to its End Users pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have as of the Effective Date had their duly authorized representatives execute this Agreement.

**1.0 Definitions.** For purposes of this Agreement, and unless otherwise defined herein, the terms below shall have the meanings ascribed to them:

**1.1 "Consulting Services"** shall mean any services with respect to the Software or Service as requested by Client Department and contracted for from INTRESYS, which Consulting Services shall provide Upgrades to Client Department.

**1.2 "License"** means the license granted pursuant to this Agreement. The license consists of a subscription right to access the Software to utilize the Services, together with and subject to the other rights and obligations, respectively, contained herein.

**1.3 "License Period"** means the term for which the License is granted to Client Department for use of the Services, as shown in item 3 of Exhibit A.

**1.4 "Software"** for purposes of this Agreement means any and all unmodified, object-code versions of the software product or software products that reside on INTRESYS' proprietary servers and that permit End-Users to utilize the Service. The Software includes an engine that runs the Service, together with individual modules that permit End-users to complete forms in several areas of law. It is agreed that Client Department may obtain the right to subscribe to additional software products from INTRESYS from time to time, and the supplemental terms applying to such additional application orders shall be documented either through (a) supplemental sheets attached as Exhibit A, each of which sheets shall be subject to the terms and conditions of this Agreement, or (b) new agreements between Client Department and INTRESYS, the choice of which shall be in INTRESYS' sole discretion.

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**1.5 “Non-scheduled Downtime”** shall mean the time period when all or some of the Service may be inaccessible or inoperable for various reasons, service malfunctions and causes beyond the control of Client Department or which are not reasonably foreseeable by Client Department, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures.

**1.6 “Scheduled Downtime”** shall mean the time period when Software may be inaccessible or inoperable for various reasons, including periodic maintenance procedures, Updates, or Upgrades.

**1.7 “Update”** means (a) an improved and enhanced version of the Software, or (b) minor changes to the forms utilized by Client Department as a result of new or modified statutes, laws, rules, or regulations, or other factors that require changes to the forms and templates contained on the Service, which changes occur subsequent to the Effective Date, and which INTRESYS makes available to licensees of the Service at no additional charge.

**1.8 “Upgrade”** means either (a) new generations of Software or new versions with substantially improved and enhanced functionality, or (b) material changes to the statutes, laws, rules, or regulations, or other factors that require substantial overhauls of the forms and templates contained on the Service, which changes occur subsequent to the Effective Date rules, which INTRESYS may make available to licensees of the Software and Service for an additional fee.

### **2.0 Subscription License and Protection.**

**2.1 License Terms.** In consideration of the fees to be paid hereunder, which fees are set forth at Item 3 of Exhibit A, INTRESYS hereby grants Client Department and its End-Users a non-transferable, non-exclusive, royalty-free license to access and use the Software during the term of this Agreement. All such access and use of the Software shall be subject to the terms and conditions hereof.

**2.2 Unique Client Department Requirements; Updates; Upgrades.** Any changes that must be made to the Service to meet Client Department’s specific or unique form or filing requirements shall be carried out through Consulting Services; provided, that Client Department shall be entitled to Updates in consideration of its timely payment of the license fee set forth at Item 3 of Exhibit A. Upgrades shall be offered to Client Department at an additional charge.

**2.3 Location of the Software.** Neither Client Department nor End-Users shall have direct access to any code to the Software. Access to the Software shall be solely through the Service. At all times during the term of this Agreement, the Software shall be located on INTRESYS’s servers and shall remain under the exclusive control of INTRESYS. Client Department shall have no right to modify the Software.

**2.4 Ownership.** INTRESYS shall retain ownership of all rights whatsoever in the Software including all Updates, Upgrades, reproductions and corrections thereof and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and intellectual property, including but not limited to, source code, programming code, software license, and joint software development agreements, corporate identifying graphics and marketing strategies. Client Department shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within the Software. Client Department shall use its best efforts to prevent any violation of INTRESYS's intellectual property rights in the Software, and shall, under no circumstances, license, sell, lease, assign or transfer this license to any third party (including parents, or subsidiaries of Client Department), or disassemble, recompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software, except as is specifically provided herein.

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**2.5 Sublicense or Assignment of Rights.** Client Department shall have no right to sublicense or assign its rights or obligations with respect to this Agreement without the written permission of INTRESYS, which shall be in INTRESYS' sole discretion.

**2.6 Restrictions.** Client Department will not use the Software for illegal purposes or to interfere with or disrupt other INTRESYS subscribers or Client Departments, its services or equipment. Interference or disruption includes distribution of unsolicited advertising or chain letters, propagation of computer worms or viruses, and use of the INTRESYS network to make unauthorized entry to any other machine accessible via the network. Unless otherwise specified in separate agreement between INTRESYS and Client Department, Client Department shall not use or permit the use of the Software in the operation of a service bureau (an organization that uses access to information and resells or provides such information to third parties not specifically licensed hereunder).

**2.7 Reports and Audit Rights.** During the term of the Agreement and for up to two years following such term, upon the written request of INTRESYS and not more than once during any twelve (12) month period, Client Department shall permit INTRESYS or an INTRESYS agent reasonably acceptable to Client Department, to have access during normal business hours to such of the records of Client Department as may be reasonably necessary to verify the scope of use of the Service and Software and that such use falls within the terms of this Agreement, and compliance by Client Department with the terms of this Agreement.

**2.8 Client Department Obligations.** In connection with obtaining access to the Service, making the Service available to End Users, and promoting its use, Client Department shall undertake the matters set forth at item 5 of Exhibit A.

**3.0 Training.** INTRESYS shall provide the training described in Item 6 of Exhibit A. Client Department shall pay for such training as set forth at Item 6 of Exhibit A.

### **4.0 Service Uptime and Services.**

**4.1 In General.** INTRESYS shall use its commercially reasonable efforts to provide the Software twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Client Department agrees that from time to time all or a portion of the Service or Software may be inaccessible or inoperable for various reasons, including Scheduled Downtime and Non-scheduled Downtime. INTRESYS shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Software in connection with downtime, including the right to conduct Scheduled Downtime on Saturdays between the hours of 6 a.m. and 12 noon (Pacific Time).

**4.2 Critical Fixes.** In the event that INTRESYS discovers or is notified by Client Department of the existence of Non-Scheduled Downtime of a critical nature such that the Services are unavailable, INTRESYS will take all actions commercially reasonable to determine the source of the problem. If the source of the problem is outside of the control of INTRESYS, then INTRESYS will use commercially reasonable efforts to notify the party/parties responsible and cooperate with the party/parties to resolve such problem as soon as possible. If the source of the problem is within the control of INTRESYS, then INTRESYS use will use best efforts to begin to resolve the problem within four (4) hours of determining its source.

**4.3 Non-Critical Fixes.** Reported Service problems of a nature limiting Client Department's use of the Application Services shall be repaired within three (3) business days of receipt of a written report received by INTRESYS or if not within three (3) business days, as soon as commercially reasonable. INTRESYS shall commence site repair work as soon as commercially reasonable, and shall continue site

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repair work until the site is in full working order. Reported site fixes of typographical errors and other non-critical, incorrect information in the site will be made within ten (10) business days of receipt of a written report received by INTRESYS from Client Department or if not within ten (10) business days, as soon as commercially reasonable .

**4.4 Services.** If INTRESYS is to provide Consulting Services to Client Department, all such Services are contained in a separate, executed agreement, by and between the parties.

### **5.0 Nonperformance and Liability.**

**5.1 Term and Termination.** This Agreement shall commence as of the Effective Date and be for an initial period ending on the date set forth in Item 4 of Exhibit A ("Initial Term").

The term of the Agreement shall, unless otherwise stated in Exhibit A, be automatically renewed for successive periods of one (1) year each (each annual term, a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term unless canceled by Client Department at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.

**5.2 Termination.** A Party may terminate this Agreement prior to the end of the Initial Term or any Renewal Term if the other party is in material breach of any term of this Agreement and fails to cure the breach within fifteen (15) days after written notice thereof. Upon the effective date of termination of this Agreement, INTRESYS shall cease providing the Service, Client Department shall cease using the Services and Consulting Services, and all payment obligations of Client Department through the effective date of termination shall immediately become due. The remedies stated herein and in the remainder of the Agreement are cumulative, and are in addition to any remedies available at law or in equity. In the event of termination, the non-breaching party may pursue any and all remedies available to it under this Agreement, at law, or in equity.

### **5.3 Limited Warranties; No Infringement.**

**(a) In General.** INTRESYS warrants that it has clear title to the Software and that it will use commercially reasonable efforts and qualified personnel to provide the Service to Client Department.

**(b) No Infringement.** INTRESYS represents and warrants that neither INTRESYS, in connection with performing any Consulting Services, nor the Software, infringes any patent, copyright, trademark or trade secret or other proprietary right of any person. INTRESYS shall indemnify and defend Client Department against any third party claims that the Software infringes any trade secret, patent, or copyright; provided, that INTRESYS is given prompt written notice of such claim and is given proper and full information, reasonable assistance and authority to defend the claim, in the defense of the claim. Any settlements must be mutually agreed by the parties unless Client Department has no affirmative obligations pursuant to any such settlement (i.e., payment of monies, taking actions, admission of liability), in which case INTRESYS shall have the sole authority to settle any such claim. INTRESYS may, at its sole option, obtain for Client Department the right to continue using the Software, or replace or modify it so that it becomes non-infringing while giving equivalent performance or, if such remedies are not reasonably available, remove the Software and accept their return and refund the aggregate payment paid by Client Department to INTRESYS for the Software or the affected part thereof.

**(c) No Other Warranties.** INTRESYS MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE SOFTWARE OR THE SERVICE. INTRESYS EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR

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PURPOSE. INTRESYS AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE OR SERVICE WILL SATISFY CLIENT DEPARTMENT'S OR ITS END USERS' REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR OR THAT THE SOFTWARE'S AND SERVICE'S OPERATION WILL BE UNINTERRUPTED. CLIENT DEPARTMENT ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

### 6.0 Limitations of Liability.

**6.1 Remedies.** As Client Department's exclusive remedy for any material nonconformity or defect in the Service, the Software or performance of Consulting Services for which INTRESYS is responsible, INTRESYS shall attempt through reasonable effort to correct or cure such nonconformity or defect. INTRESYS shall not be obligated to correct, cure or otherwise remedy any such

nonconformity or defect if Client Department has made any unauthorized changes whatsoever or has misused or damaged the Software in any respect or if Client Department has not reported to INTRESYS the specific existence and nature of such nonconformity or defect promptly in writing upon discovery thereof.

**6.2 Limitation of Liability.** In no event shall INTRESYS be liable for any amount in excess of amounts paid by Client Department to INTRESYS during the previous 12 months under this Agreement. UNDER NO CIRCUMSTANCES SHALL INTRESYS BE LIABLE FOR ANY TYPE OF INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PRO-FITS, REPLACEMENT GOODS, COST OF REPLACEMENT, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF INFORMATION, MISINFORMATION, INTERRUPTION OR LOSS OF USE OF SERVICE, CONSULTING SERVICES OR EQUIPMENT, EVEN IF INTRESYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY OR OTHERWISE. The parties agree that INTRESYS has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties.

### 7.0 MISCELLANEOUS.

**7.1 Independent Contractor.** Unless otherwise agreed in writing between the parties to the Agreement, the parties hereto are independent contractors, and no party shall have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of or on behalf of the other party.

**7.2 Invoices; Taxes.** Client Department shall pay all invoiced charges from INTRESYS on a net-30 basis. Unless specifically stated otherwise within the applicable Unit, all fees and purchase prices shown in the Agreement are F.O.B. INTRESYS, San Mateo, CA., and exclude all sales, use, VAT and other taxes, customs duties, and freight.

**7.3 Force Majeure.** If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

## TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810

**7.4 Severability.** If any provision in the Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.

**7.5 Assignment.** The Agreement and Client Department's use of the Service and access to the Software provided hereunder are not assignable without the prior written consent of INTRESYS, which consent shall not be unreasonably withheld. Any attempt at assignment without such consent shall be null and void and of no force and effect.

**7.6 Entire Agreement.** The Agreement and its attachments sets forth the entire understanding and agreement between Client Department and INTRESYS and supersedes all proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties.

**7.7 Waiver.** No waiver or any right under the Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of INTRESYS, and no waiver or any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under the Agreement.

**7.8 Attorneys' Fees.** In the event that any suit or other legal proceeding is brought for the purpose of enforcing the Agreement or otherwise in connection with the Agreement, in addition to whatever other remedies the prevailing party in such suit or legal proceeding might be entitled, such prevailing party shall be entitled to reasonable attorneys' fees and expenses, including those incurred in preparation for any hearing, motion, or trial.

**7.9 Governing Law; Jurisdiction; Venue.** Any disputes under the Agreement shall be resolved under California law without reference to conflict of laws principles. For any disputes arising out of the Agreement, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts sitting in the Northern District of California. Venue shall be in San Francisco, California. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

**7.10 Counterparts.** The Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same Agreement.


**7.11 Continuing Effect.** The respective obligations of the parties under the Agreement, which by their nature would continue beyond the termination, cancellation or expiration hereof, shall survive termination, cancellation or expiration hereof.

**7.12 Interpretation.** The parties agree that each of them has participated in the drafting of the Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of the Agreement.

**By execution hereof, the signer hereby certifies that s/he has read this Agreement and the referenced exhibits and that s/he is duly authorized by Subscriber to execute this Agreement on its behalf.**

**TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810**

**INTEGRATED INFORMATION SYSTEMS, INC.**, a California corporation



By: \_\_\_\_\_  
Its Authorized Representative

Printed Name: Alexander Zilberfayn

Title: Vice President

Address for Notice:

Integrated Information Systems, Inc.  
1875 S. Grant # 130  
~~555 Twin Dolphin Drive, Suite 130~~  
SAN MATEO CA 94402  
Redwood City, CA 94065

Attn: Alex Zilberfayn

Phone: (650) 596-1790

Facsimile: (650) 596-7393

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Phone: ( ) --

Facsimile: ( ) --

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Laura D Roth Dated: 8/26/08  
Laura D. Roth  
Department Head  
Requesting Department

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

/  
/  
/  
/



-- COUNTY OF EL DORADO --

Dated: 9/17/08

By: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office  
"County"

-- CONTRACTOR --

Dated: 09.10.2008

INTEGRATED INFORMATION SYSTEMS INC.  
Dba INTRESYS  
A CALIFORNIA CORPORATION

By: Alexander Zilberfayn  
Alexander Zilberfayn  
Vice President  
"Contractor"

By: TANIA WASSER  
Corporate Secretary  
TANIA WASSER

Dated: 9.10.2008

**TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810**

**EXHIBIT A**

**Item 1: Count(y)(ies) and State in which Service has been developed and is in use:**

- **Contra Costa County, CA**
- **San Mateo County, CA**
- **Monterey County, CA**

**Item 2: Areas in which Client Department desires to permit its applicants, litigants or filers to complete and print out applications/filings:**

**CHECK ALL THAT APPLY:**

**Small Claims**

**Landlord Tenant/Eviction**

**Guardianship, Probate, Minor and Estate Law**

**Domestic Violence**

**Family Law**

**Marriage License**

**Child Support Services** **X**

***Delivery of Complaints:***

**Electronic Delivery of Complaints/Filings** **X**

**Print Delivery**

**Item 3: License Fees to be Paid:**

A. Upon execution of this Agreement and each renewal, Client Department is responsible for paying Client Department's annual membership fee. The membership fee is equal to \$10,000 (Ten thousands 00/100). INTRESYS will increase this annual fee if Licensee (a) adds further areas to be offered to its end-users, and (b) on an annual basis by INTRESYS to meet increased costs, which annual increase shall not be more than 10%. This annual fee will be invoiced by INTRESYS upon this Agreement's execution and each renewal date and shall be due within 30 days of the invoice date.

B. If Client Department adds an additional area that it wishes to offer to End Users in the future, Client Department shall be billed and pay to INTRESYS its then-current license fee.

C. In addition to the above fees, INTRESYS shall charge an applicant/ litigant convenience fee, which shall be paid by and solely the responsibility of End Users who utilize the Service. Such fees shall be charged on a per use basis. INTRESYS shall set the level of per use litigant convenience fees for the Service, in its discretion; provided, that in setting such fees INTRESYS shall not set them at a level that will materially discourage the software's use, in INTRESYS' reasonable opinion.

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D. Client Department shall also pay fees in connection with any Consulting Services provided by INTRESYS to Client Department, which fees shall be set forth in a separate agreement by and between Client Department and INTRESYS.

**Item 4: License Period:** The Initial Term of three years from the effective date of signing of this agreement, renewable annually.

**Item 5: Client Department Obligations:**

- It shall be the obligation of Client Department to notify INTRESYS at least ninety (90) days prior to the institution of any changes in: the format of the Department papers used in the areas of law that are the subject of the Software or Service provided by INTRESYS hereunder; any and all amendments to statutes and Department rules during the term of this Agreement that impact upon the Software or Service under this Agreement; the regulations, if any, of Client Department concerning the filing of Department papers in covered proceedings; and any other matter that would materially impact the provision of the Software or the Service by INTRESYS pursuant to this Agreement.
- Cooperate and permit use of Client Department's name, organization and individual employees in connection with news releases relating to the Software and Service;
- Cooperate with INTRESYS in connection with documenting the benefits of the Service in connection with productivity and workplace gains;
- Display the web links to the Service on Client Department's website home page and/or splash screen;
- Display and distribute, at the Client Department's filing counter and in other public areas, flyers and other literature that contains information regarding INTRESYS' service;
- While persons who telephone Client Department are on hold, Client Department will play voice messages informing them of the availability of the Service;
- Periodically through press releases inform local area media (*i.e.*, legal newspapers, general circulation newspapers, radio and television announcements) of the availability of the Service to End Users.
- **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Miguel Delgado, Staff Services Manager, or successor.

**County Contract Administrator's Concurrence:**

By: Miguel Delgado Dated: 9/10/08  
Miguel Delgado, Staff Services Manager

Department of Child Support Services

## TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810

### Continued Development of Software Programs

- Permit INTRESYS to utilize, modify and adopt all training materials that Client Department may create in connection with use of the Service;
- Participate in or host focus groups that discuss, analyze and review the Service's performance, as well as desirable modifications and user interface;
- Use best efforts to promptly provide to INTRESYS all content that interacts with the Service;
- Assist INTRESYS in preparing to demonstrate the Service to potential End Users by providing input to INTRESYS as to the likely needs of End Users.

### Business Development

- Be a reference for potential customers and to back up the Service' performance;
- Provide referrals to INTRESYS;
- Share mailing lists of possible End Users with INTRESYS;
- Permit INTRESYS to utilize Client Department's materials to calculate Client Department's return on investment and increase in efficiency as a result of the Service;
- Client Department shall use its best efforts to cause the intended End Users of the Service (*i.e.*, employees, website users, Client Department's intended audience) to utilize the Service as they are configured to Client Department's servers.

**Item 6: Training to be Provided by INTRESYS (if desired by Department, Training provided at then current daily rate plus reasonable travel and subsistence expenses):** A 1 day web-based training is included in the scope of this agreement.

**EXHIBIT B**

**Description of Service; Membership**

**I. DESCRIPTION OF SERVICE.**

A. As part of its commitment to providing applicants and self-represented litigants with the tools needed to address their legal issues, INTRESYS has created the Service, which is an interactive, web-based program that helps with the difficult and confusing form completion process. The Service includes an Interactive Electronic Forms Program pursuant to which common forms may be filled out by applicants. The Service also answers frequently asked questions, and provides extensive on-line help. This website provides interactive forms, help, and instructions that simplify the process of initiating and/or responding to various actions.

B. The Service asks the End User basic, easy-to-understand questions. Depending on the responses given, the Service determines which additional questions to ask. The Service then uses those responses to complete and print the necessary forms. Throughout the process, the End User has the opportunity to learn more about legal terms and procedures. The End User can complete necessary Client Department forms in the comfort of their own home, without relying on Client Department clerks for help. This creates convenience for the End User, and eases the heavy burden placed on staff and/or clerks servicing applicants and/or litigants at the counter. Currently, the Service addresses the area of Application for Services IV-D in California, including:

- Establishing paternity
- Requesting child support orders from the court
- Requesting medical support orders from the court
- Enforcing child and spousal support orders
- Modifying child support orders
- Collecting and distributing child support

and may in the future be expanded to Spanish language interview, child support modifications and other areas of law. In addition, E-delivery and E-filing of generated forms are available services.

C. The Service provides many important features that are crucial in assuring the broad use of the Service and accurate, error-free filing of cases or applications with Client Department. All of these features are necessary to the proper functioning of an automated form system:

- The Service is compatible with Internet Explorer, Mozilla and Netscape, which permits wide usage of the Service by prospective litigants.
- In some states, the Service permits for electronic forwarding and delivery of the fully completed electronic forms and records to Client Department compliant with Client Department's electronic delivery specifications, together with the transfer of filing fees, if any.

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- The Service distinguishes between the types of person filling in the form by prompting the End User with easy-to-answer questions. Based on the answer, the fields change to accommodate the End User's type. This assures that individuals (pro se), attorneys and other entities will each enter all the information required to properly and accurately identify the End User and file the form(s).
- The Service permits numerous children, NCPs and others to be included on one form, thus assuring that all parties are included in the same petition or application.
- The Service validates various data elements such as residency history, age of children etc. in order to assure that the forms generated by the service comply with the Client Department filing requirements.
- The Service validates the dates being entered to assure both that accurate information is provided, and that statute of limitations issues are addressed prior to filing.
- The Service permits phone numbers and the extension at which the End User can be reached.
- The service produces hard to complete forms such as Income and Expense Declaration.
- The Service offers help and frequently asked questions (FAQ) assistance on each page, which deals directly with the questions being requested of the End User by the Service.
- The Service does not require that all claimants provide an e-mail address, which accommodates filers who borrow computers to utilize the Service.

## **TURBOCOURT SUBSCRIPTION SERVICES AGREEMENT #883-S0810**

### **II. TURBOCOURT USERS GROUPS.**

To make the Service available to Departments throughout certain states, INTRESYS, in conjunction with other Client Departments, has formed a collaborative called the TurboCourt Users Group for each state in which the Service is offered, which provides INTRESYS advice and suggestions on the availability, functioning, and content of interactive forms in each such state.

### **III. CLIENT DEPARTMENT BENEFITS OF MEMBERSHIP.**

A. Client Department and its End Users shall have access to and the ability to operate the Service.

B. Client Department shall be a member of a users group that will provide INTRESYS suggestion and advice in the function and content of the Service.

C. Subject to Client Department's decision to hire INTRESYS to configure Client Department's computer network pursuant to a separate Consulting Services agreement, the Service also permits all electronic forms and records that are fully completed by End Users to be electronically forwarding and delivered to Client Department. All such forms will be compliant with Client Department's electronic delivery specifications and submitted to an electronic interface permitting the review and acceptance of the forms. The filing fees, if any shall also be transferred to Client Department by INTRESYS. This benefit creates the capacity to populate Client Departments' case management systems with filing data, and transmit filed documents to Client Department's owned and maintained document management system.

### **IV. CLIENT DEPARTMENT MEMBER RECOMMENDED PARTICIPATION.**

To enjoy the full benefits of Client Department membership, the following are minimum recommendations that will permit End Users to maximize their beneficial use of the Service:

A. Provide access to the Service for the End Users via the link in Client Department's jurisdiction web-site. The link should be conspicuous, and preferably on the home page. The link should provide a direct, uncompromised, and error-free access to the Service.

B. Post signs and distribute fliers alerting prospective End Users of the existence and nature of the Service.

C. Train staff and clerks to suggest to applicants who request assistance that they use the Service.

D. Client Department, which maintains its own Internet site, should notify INTRESYS of any changes to its client host site, web site address, or any other components that may impact the functionality of the Service. Failure to provide immediate notice of such changes may impact the quality of service that the Service provides to Client Department's End Users.

F. Develop and use a method to analyze staff and clerk time saving where the Service is used, versus filings where it is not used.