



GRANTS NETWORK MASTER LICENSE AND SERVICE AGREEMENT

Date 6/20/2011

Contract No. 3848

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")

and

County of Williamson, TX ("Customer")

418 N. Fair Oaks Ave. #301

Pasadena, CA 91103

Fax: (626) 628-3232

Sales Contact:

Jase Leonard

301 Georgetown Inner Loop

Georgetown, TX 78626-7586

Phone: (512) 260-4200

Principal Contact and Master Access Holder:

Kathy Grimes,

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

eCivis Products	Description	Units	Avg Unit Price	Total Price
GN: Tracking & Reporting - 10 User Licenses	Grants Management and Reporting	1	\$18,000.00	\$18,000.00
GN: Research - 10 User Licenses	Federal, State (if available), & Foundation	1	\$15,000.00	\$15,000.00
GN: KnowledgeBase - 10 User Licenses	Courses, Subject Briefs, Project Trends	1	\$3,000.00	\$3,000.00
Product Sub-Total				\$36,000.00
eCivis Services	Description	Units	Avg Unit Price	Total Price
GN: Product Training	Onsite Training	1	\$3,000.00	\$3,000.00
Services Sub-Total				\$3,000.00
Incentive Discount				(\$5,500.00)
Training Discount				(\$3,000.00)
Multi-year Discount				(\$4,000.00)
Bundled Discount				(\$6,500.00)
TOTAL PRICE				\$20,000.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/30/2014. Payment is due net 30 days from invoice date.

Cycle 1: 10/01/2011 through 9/30/2012 for a price of \$20,000

Cycle 2: 10/01/2012 through 9/30/2013 for a price of \$20,000

Cycle 3: 10/01/2013 through 9/30/2014 for a price of \$20,000

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: September 30, 2011.

Renewal Terms - Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:

County of Williamson, TX

By: 

(Authorized Signature)

Name: DAN A GATTIS

(type or print)

Title: County JudgeDate: 07-27-2011

Accepted By:

eCivis, Inc.

By: 

(Authorized Signature)

Name: James Ha

(type or print)

Title: COODate: 9/19/11

O Send invoice to (if different than address above): _____

Terms & Conditions

1) Definitions. (a) "Customer" shall mean the end-user customer organization, entity, or individual executing this Agreement. (b) "Access Holder" shall mean each individual who have been supplied usernames and passwords, and who is an employee of or officially working on behalf of Customer at the time such individual accesses and/or uses Grants Network. If Customer is licensing the Grants Network: Community Based Organization module, then "Access Holder" also means each individual who is an employee of an approved non-profit organization. (c) "Grants Network" shall mean the purchased Products and Services as listed on page 1 of this agreement. (d) "Licensed Modules" shall mean the Modules that are licensed by Customer as listed on page 1 of this agreement.

2) License. In consideration of Customer's agreement to abide by the terms and conditions of this Agreement, eCivis hereby grants Customer a nonexclusive, nontransferable, right and license to permit each Access Holder to access and use the Licensed Modules; and reproduce, display, distribute, printout, and store information retrieved from the Licensed Modules, whether in electronic or written form, only for internal use within the Customer organization or entity in connection with Customer's normal business activities.

3) Restrictions. Neither Customer nor any Access Holder shall rent, sell, lease, sublicense, transfer, or broadcast, in any form, information from Grants Network (each an "Unauthorized Use"). Customer agrees to take all reasonable steps to protect the information in Grants Network from any such Unauthorized Use. eCivis reserves all rights not expressly granted to Customer. If Customer participates in any Unauthorized Use of the information from Grants Network or allows access to or use of Grants Network by individuals who are not Access Holders, eCivis may terminate this Agreement without refund.

4) Fees and Payment. Customer shall pay all fees as specified in page 1 of this agreement. Fees are based on products and services purchased and not actual usage of Grants Network. Payments are non-cancelable and non-refundable. (a) Invoice and payments are due as defined on page 1 of this agreement. (b) Overdue charges of 1.5 % of outstanding balance per month may be applied at eCivis' discretion. (c) Unless otherwise stated by law, fees do not include any taxes, levies, duties or similar governmental assessments of any nature assessable by any local, state, or federal jurisdiction.

5) Access. eCivis shall use commercially reasonable efforts to provide Grants Network 24 hours a day, 7 days a week, except for planned downtime due to routine maintenance or in the event that Grants Network is disabled for any reason beyond the control of eCivis, including without limitation, acts of God, acts of government, natural or manmade disasters, or Internet service failures or delays. All reasonable efforts will be attempted to restore Grants Network as soon as practical. Customer acknowledges and agrees that eCivis is not obligated, but reserves the right, to make periodic updates to Grants Network.

6) Proprietary Protection and Rights. eCivis reserves all rights, title, interests in and to Grants Network that is provided to or accessed by Customer pursuant to this Agreement, including but not limited to any adaptations or copies and/or any intellectual property rights. The information in Grants Network is subject to protection under U.S. and foreign copyright and patent laws. Except as expressly provided for in this Agreement, nothing in any part of the terms and conditions shall be construed as conferring any license or other rights, by implication, estoppel, or otherwise, under any copyrights, patents, or proprietary information of eCivis.

7) Customer Data. As between Customer and eCivis, Customer exclusively owns all rights, title, and interest in and to data inputted by Customer.

8) Confidentiality. Customer and eCivis agree not to disclose Confidential Information without prior written consent from either party. Confidential Information in regards to eCivis includes without limitation: (a) all eCivis software, technology, programming, specifications, materials, guidelines and documentation relating to Grants Network; (b) pricing or other statistics relating to Propriety Protection provided to Customer by eCivis; and (c) any other information designated in writing by eCivis as "Confidential." Confidential Information in regards to Customer, without limiting the above, includes Customer Data as noted above. However, Confidential Information will not include information that is or becomes generally known to the public without breach of any obligation to either party. To the extent, if any, this provision or any other provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

9) Indemnification. eCivis' agrees to indemnify Customer against any claim that use of Grants Network or the information provided in Grants Network, other than Customer Data, infringes any U.S. patent, copyright, or trade secret. eCivis will defend and hold harmless Customer and Customer's Access Holders against such claim at eCivis' expense, provided that Customer (a) promptly notifies eCivis in writing within fifteen (15) business days of claim; (b) allows eCivis sole

control of the defense of claim and any related settlement negotiations; and, (c) Customer provides all reasonable assistance at eCivis' expense. If such a claim is made or appears possible, eCivis may, in its sole discretion: (a) secure for Customer the right to continue to use Grants Network; (b) modify or replace the information in Grants Network with equivalent, non-infringing information; or, (c) terminate this Agreement.

10) Limitations. eCivis shall employ due care and attention in obtaining and maintaining the information in Grants Network. Customer acknowledges, however, that any collection and compilation of data entails the potential for human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, Customer acknowledges and agrees that the information from or through Grants Network is provided "as is," "as available," and all warranties, express or implied, are disclaimed. eCivis' sole and entire liability for any inaccurate information, for any reason, and customer's sole and exclusive remedy for any cause, other than stated in this agreement, shall be limited to the amount paid by the customer for the information received, if any. In no event shall eCivis be liable for any direct, indirect, punitive, special, incidental, or consequential damages for loss of business, loss of profits, loss of data, litigation, or the like, arising out of or in any way connected with the use or performance of the Grant Network program, the delay or inability to use this eCivis site, or any information, software, products, or services that are obtained or accessed from Grants Network, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, even if advised of the possibility of such damages. The limitations of damages stated above are fundamental elements of the basis of the agreement between eCivis and Customer. eCivis would not provide Grants Network without such limitations. Some of the information in Grants Network is provided by third parties. Customer further acknowledges and agrees that eCivis is not a grant-writing firm; eCivis does not warrant or represent that use of Grants Network will result in any grant acquisition; and, Grants Network may not include all available federal and state grants or all potential data on the grants provided.

11) Default. Either party may terminate this Agreement if the other party breaches or defaults with respect to any terms or conditions of this agreement, and fails to cure the same within fifteen days after written notice is provided. eCivis reserves the right, with or without notice, to suspend access to and/or use of Grants Network in the event of any Unauthorized Use, or any Customer delinquency, breach, or default under this agreement without guarantee of Customer Data or settings.

12) Assignment. Neither party may assign any of its rights or obligation as expressed in this agreement without prior written consent of the other party. Notwithstanding the foregoing, either Customer or eCivis may assign this agreement in its entirety, without consent of the other party, a successor in interest by merger, acquisition, corporate reorganization, or operation of law or purchase of the assets or entire business of the other party. This agreement shall bind and inure to the benefit of either Customer or eCivis, their respective successors, and permitted assigns.

13) Entire Agreement. This Agreement constitutes the entire and exclusive agreement between Customer and eCivis with respect to the terms and conditions and supersedes and cancels all previous agreements and understandings, whether in oral or in writing, and may not be amended, altered, or modified except by a written agreement executed by duly authorized representatives of the parties.

14) Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right. Other than as expressly stated in this agreement, the remedies provided within this agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15) Independent Status of Parties. Neither party has the right to bind the other party, transact any business in the name or on behalf of the other party in any manner or form, or to make any promise or representation on behalf of the other party.

16) Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. This agreement shall be governed by and interpreted under the laws of the state of California, without reference to conflict of laws principles. Each party consents to the exclusive jurisdiction of either the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California for purposes of any action brought under or as the result of a breach of this agreement.

17) Severability. In the event that any provision of this agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this agreement shall continue in full force and effect without such provision; provided, however, the parties shall negotiate in good faith to replace any ineffective, unenforceable or illegal provision with an effective replacement as soon as practical, such that the economic effect of this agreement, as between eCivis and Customer, remains the same or as nearly the same as possible.

18) Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this agreement of its obligations under this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions.

- 19) Non-Appropriation and Fiscal Funding. The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any fiscal year of Customer if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

[Signatures provided on cover page of this Agreement]