



County of Santa Cruz

125

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073

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DANIA TORRES WONG, DIRECTOR

July 26, 2001

Agenda: August 7, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

CONTRACT FOR ON-LINE EMPLOYMENT APPLICATION SYSTEM

Dear Members of the Board:

During Final Budget hearings, the Board approved an allocation for on-line job application system. Such a system would allow members of the public to apply for County positions on-line, receive notices about a recruitment electronically, and interface with the County's automated applicant tracking system. Once fully implemented, as many of 90% of job applications for County positions could be received on-line. The current method of U.S. mail communication with applicants would substantially shift to an electronic format.

Overall, it is expected that moving from a 100% paper-based system will be more efficient, will require less paper and postage, and will assist in the department's goal of reducing the time taken on each recruitment. We are pleased with this system and are anxious to get moving on its implementation.

This letter recommends the actions necessary to enter into a contract with OnePlanetWeb for an on-line job application system. OnePlanetWeb provides similar systems to Santa Barbara, Marin, and San Joaquin Counties. The contract provides for Phase One -- the purchase and implementation of the system. The contract provides that training will be held for department staff working with the system, and that the system would be operational on October 26, 2001. It is expected that it will also take time for the public to get used to this system, and that it will be fully utilized in all recruitments by early 2002.

The Board approved \$80,000 in the technology account of index 190500 for the entire system. This letter proposes actions to implement the first phase -- the purchase of the software and initial implementation -- which would require \$38,800 of this amount. We recommend transferring \$38,800 to the Employment Services budget index 513000 for the purposes of executing and managing the contract for the Phase One of this system. Further actions on the next phase -- upgrading the system to scan non-electronically submitted applications and scan employment lists

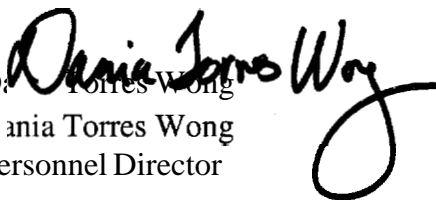
for the departments -- will be recommended to your Board sometime after the first of next year. Therefore, we have attached a Transfer of Funds moving \$38,800 between these two budget indices for Phase One.

0126

Also attached is an ADM-29 and contract signed by the vendor. This is a sole source vendor contract, as OnePlanetWeb is unique to California counties, provides interface with TRAC, and is one of the few vendors that provides a system that would work for Santa Cruz County. The attached contract provides an operational schedule centered around the October 26 implementation date and has attachments that provide for the specific needs of the Santa Cruz County personnel system.

Therefore, IT **IS** RECOMMENDED that your Board approve the attached Transfer of Funds, approve the attached ADM-29 and contract for the purposes of a purchase and installation of an on-line application system, and authorize the County Administrative Officer to sign the contract on behalf of the County.

Very truly yours,


Dania Torres Wong
Dania Torres Wong
Personnel Director

RECOMMENDED:



SUSANA A. MAURIELLO
County Administrative Officer

COUNTY OF SANTA CRUZ
REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

0127

Department: PERSONNEL

Date: 7/26/01

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2002

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	0, 2, 1	51,3000	3665		38800: -	PROFESSIONAL & Spec Svcs
					:	
					:	
					:	
F R O M	0, 2, 2	19,0500	9695		(38800: -)	ISD Technology Account
					:	
					:	
					:	

Explanation: Funds for on-line employment application system were budgeted in the ISD technology account and must be transferred to the Employment services budget for the execution and management of a contract for this purpose.

Name: Danica Jones Way Title: Personnel Director

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by: [Signature], Deputy Date: 7-27-01

County Administrative Officer's Action: ☒ Recommended to Board ☐ Approved ☐ Not Recommended or Approved

County Administrative Officer: [Signature] Date: 7/27/01

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
County of Santa Cruz } ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
duly entered in the minutes of said Board on

_____, 19____, By _____, Deputy Clerk

(A-C)* Desc: _____ Item: - Budget Transfer

District: _____ BRD. NAME _____ AGENDA DATE _____ ITEM NO. _____
White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy
Yellow-Auditor-Controller Pink-Originating Department

A-C Review		

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0128

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Personnel Department (Dept.)
Dennis J. [Signature] (Signature) 6/22/01 (Date)

The **Board of Supervisors** is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Personnel Department (Agency)
OnePlanetWeb, Inc., 322 E Arrellaga Street, Santa Barbara, CA 93101 (Name & Address)
and, _____
2. The agreement will provide on-line job application, and job application processing and routing system
3. The agreement is needed, because the County cannot provide this service
4. Period of the agreement is from July 1, 2001 to June 30, 2002
5. Anticipated cost is \$ 38,800 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Approved by BOS in budget hearings on June 20, 2001
7. Appropriations are budgeted in 513000 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 12558 Date 7-27-01
are not will be

GARY A. KNUTSON, Auditor - Controller
By *[Signature]* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Personnel Director to execute the same on behalf of the County of Santa Cruz

Remarks: *mf* (Analyst) County Administrative Officer *Sunny [Signature]* Date 6/22/01
By _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer

By _____ Deputy Clerk

LICENSE AND SERVICES AGREEMENT

0129

This **LICENSE AND SERVICES AGREEMENT** (the "**Agreement**") made this 26th day of July, 2001 (the "Effective Date"), is entered into by and between OnePlanetWeb, Inc., with a principal place of business at 322 East Arrellaga Street, Santa Barbara, California 93101 (hereinafter referred to as "**OnePlanetWeb**") and the Licensee identified below (the "**Licensee**"):

Licensee: **County of Santa Cruz**
 701 Ocean Street
 Santa Cruz, California 95060
 Phone: (831) 454 2942

RECITALS

- A. OnePlanetWeb is the owner of that certain web-based employment application software package commonly known as "JobAps.com".
- B. Licensee desires to obtain a non-exclusive license to use and to contract for certain services related to this web-based employment application software package.
- C. OnePlanetWeb desires to grant such non-exclusive license and to provide such services to Licensee on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, OnePlanetWeb and Licensee agree as follows:

AGREEMENT

1. LICENSE

- 1.1. Grant of License. Subject to the terms and conditions set forth herein, OnePlanetWeb hereby grants to Licensee, and Licensee accepts, a personal, limited, non-transferable and non-exclusive worldwide license for use of the software installed by OnePlanetWeb on the Server (as defined in Section 8.1) to be operated over the World Wide Web ("**Server Programs**"), related software provided by OnePlanetWeb for installation on Licensee's computers ("**Local Programs**") if any, and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof (collectively, "**Enhancements**") if paid for by Licensee or provided generally by OnePlanetWeb to its customers free of charge, and any related documentation (the "**Documentation**") all as set forth or identified on Exhibit 1 attached hereto and incorporated herein by this reference (collectively, the "**Software**"). The Server Programs, Local Programs and Enhancements are collectively referred to hereafter as the "**Programs**".



- 1.2. Scope of Use. Licensee shall use the Software solely for its own business purposes and Licensee shall not permit any entity, affiliate, organization or political subdivision other than Licensee to use the Software to process information. Licensee may allow its job applicants to use the Software solely pursuant to the "Terms of Use" Agreement annexed as Exhibit 2 attached hereto (the "Terms of Use Agreement"). In the event Licensee learns of or has reason to believe that any job applicant has violated or intends to violate the terms of the Terms of Use Agreement, Licensee shall, at Licensee's expense, cooperate with OnePlanetWeb in seeking injunctive or other relief in the name of Licensee or OnePlanetWeb against any such job applicant. OnePlanetWeb shall have the right to change the form of the Terms of Use Agreement from time to time in its sole discretion.
- 1.3. No Copies and Modifications by Licensee. Unless otherwise agreed to in writing by OnePlanetWeb, Licensee may not view or access the Programs stored on the Server or on Licensee's computers or make copies of any of the Programs. Unlimited copies of the electronic documentation may be printed for use by the Licensee only. No identifying marks, copyright or proprietary right notices may be deleted from any copies of the Programs made by Licensee. Licensee shall not copy, download, translate, decompile, or create by reverse engineering or otherwise, the source code from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Licensee shall not make any modifications or revisions of, or additions to the Software without OnePlanetWeb's prior written consent. OnePlanetWeb shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements or conversions to the Software, or for otherwise maintaining the Software, if the Software is modified by Licensee.
- 1.4. Copies of Applicant Data. Licensee may make unlimited copies of the applicant data collected through the use of the Programs installed for Licensee. These copies shall only be obtained in the manner permitted by and expressly set forth in the Software.
- 1.5. Payment of License Fees. Upon execution of the Agreement, Licensee shall pay OnePlanetWeb the license fees (the "License Fees") on the due date[s] as set forth on Exhibit 3 hereto.

2. DELIMRY OF SOFTWARE TO LICENSEE

The Programs shall be delivered as a set of operational web pages generated using Programs run on the Server (as defined in Section 8.1). OnePlanetWeb shall initially deliver and install a single copy of the Programs, customized for the Licensee as provided in Exhibit 3, directly on the Server (as defined in Section 7.1), and shall make available to Licensee multiple copies of Local Programs for installation, if any, on Licensee's computers, and OnePlanetWeb shall make available in electronic form only any related Documentation to Licensee.

3. BASIC CUSTOMIZATION AND TRAINING

OnePlanetWeb shall provide basic customization and training services to Licensee as described in Exhibit 3 attached hereto on the terms and conditions set forth in Exhibit 3.

4. WEB HOSTING, MAINTENANCE AND TECHNICAL SUPPORT

OnePlanetWeb shall provide web hosting, maintenance and technical support services as described in Exhibit 4 attached hereto. Licensee shall pay OnePlanetWeb the Web Hosting, Maintenance and Technical Support Fees described in Exhibit 4 on the terms and conditions set forth in Exhibit 4.

5. ADDITIONAL SOFTWARE CUSTOMIZATION

OnePlanetWeb shall make and install Enhancements to the Software beyond the Basic Customization described in Exhibit 3, as described in Exhibit 5 attached hereto, if any. Licensee shall pay OnePlanetWeb the Enhancement Fees and Installation Fees described in Exhibit 5 on the terms and conditions set forth in Exhibit 5.

6. ADDITIONAL TECHNICAL SUPPORT

OnePlanetWeb shall provide those advanced technical support services to Licensee **as** described in Exhibit 6 attached hereto, if any. Licensee shall pay OnePlanetWeb the Advanced Technical Support Fees described in Exhibit 6 on the terms and conditions set forth in Exhibit 6.

7. PAYMENT

Licensee shall pay invoices received from OnePlanetWeb, if any, by the date due according to the terms of this Agreement, including all terms and conditions contained in the Exhibits attached hereto. If Licensee fails to pay any amount due within thirty (30) days after the due date, Licensee shall pay a one-time late fee of five percent (5%) of the unpaid balance plus interest at the rate of 1% per month until paid, together with **all** of OnePlanetWeb's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

8. SERVER AND INSTALLATION

- 8.1. Server. The Programs shall be installed on and shall be located on the web server identified on Exhibit 4 attached hereto, or such other web server as OnePlanetWeb shall select in its sole discretion (the "**Server**").
- 8.2. Installation and Acceptance. Licensee acknowledges that the Software shall be deemed accepted upon the installation of the Programs by OnePlanetWeb, unless Licensee notifies OnePlanetWeb in writing within thirty (30) days after the completion of training of any material non-conformity in the Programs as compared with the Documentation. In the event that Licensee does so notify OnePlanetWeb, OnePlanetWeb shall promptly begin to use its reasonable efforts to correct non-conformity in the Programs. In the event that OnePlanetWeb cannot correct the Programs within one hundred and eighty (180) days after Licensee notifies OnePlanetWeb, Licensee may terminate this Agreement by notifying OnePlanetWeb in writing thereof.

9. OTHER RIGHTS AND OBLIGATIONS

- 9.1. Proprietary Rights. OnePlanetWeb represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. The foregoing notwithstanding, OnePlanetWeb makes no representation or warranty with respect to intellectual property rights in any jurisdiction other than the United States of America. OnePlanetWeb retains title **to** the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Licensee shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of OnePlanetWeb and the sole and exclusive property of OnePlanetWeb. Any right not expressly granted to Licensee by this Agreement is hereby expressly reserved by OnePlanetWeb. No identifying marks, copyright or proprietary right notices may **be** deleted from any copy of the Software provided to or made by Licensee.

9.2. Trademarks and Trade Names. Any and all trademarks and trade names that OnePlanetWeb uses in connection with the Licensee granted hereunder are and shall remain the exclusive property of OnePlanetWeb. Nothing contained in this Agreement shall **be** deemed to give Licensee any right, title ~~or~~ interest in any trademark or trade name of OnePlanetWeb.

10. **CONFIDENTIALITY**

10.1 Use of Software. Except as otherwise provided in this Agreement or except with the express written permission of OnePlanetWeb, Licensee shall not **sell**, transfer, publish, disclose, display or otherwise make available any portion of the Software to others. Licensee shall use its reasonable best efforts to cooperate with and assist OnePlanetWeb in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein, if any.

10.2 OnePlanetWeb Proprietary Information. Licensee acknowledges that, in the course of meeting its obligations under this Agreement, it will obtain information relating to the Licensed Software and to OnePlanetWeb that is of a confidential and proprietary nature ("**OnePlanetWeb Proprietary Information**"). Such OnePlanetWeb Proprietary Information includes, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data (except for applicant data). Licensee ~~will~~ at all times, both during the term of this Agreement and for a period of at least five (**5**) years after its termination, keep in confidence and trust all such OnePlanetWeb Proprietary Information, and will not use such OnePlanetWeb Proprietary Information other than **as** permitted under the terms of this Agreement, nor ~~will~~ Licensee disclose any of such OnePlanetWeb Proprietary Information without the written consent of OnePlanetWeb and pursuant to a standard proprietary information agreement.

10.3 Licensee Proprietary Information. OnePlanetWeb acknowledges that, in the course of meeting its obligations under this Agreement, it may obtain information relating to the Designated Products and to Licensee that is of a confidential and proprietary nature ("**Licensee Proprietary Information**"). Such Licensee Proprietary Information may include, but not by way of limitation, trade secrets, know-how, inventions, techniques, programs, documentation, and data. OnePlanetWeb ~~will~~ at all times, both during the term of this Agreement and for a period of at least five (5) years after its termination, keep in confidence and trust all such Licensee Proprietary Information, and ~~will~~ not use such Licensee Proprietary Information other than in the course of its duties under this Agreement, nor will OnePlanetWeb disclose any of such Licensee Proprietary Information without the written consent of Licensee and pursuant to a standard proprietary information agreement.

10.4 OnePlanetWeb ~~will~~ at all times, both during the term of this Agreement and after its termination, keep in confidence and trust all applicant data collected on the Server by the Programs, and will not use such applicant data other than in the course of its duties under this Agreement, nor will OnePlanetWeb disclose any of such applicant data without the written consent of Licensee and pursuant to a standard proprietary information agreement.

10.5 Terms of Agreement. In the event that LICENSEE discloses the terms and conditions of this Agreement to any third party, LICENSEE shall promptly notify OnePlanetWeb in writing indicating the identity of the third party.

10.6 Exclusions. The obligations pursuant to Sections 10.1, 10.2 and 10.3 above ~~will~~ not apply to information which (a) **was** in possession of, or **was** known by the receiving party prior to its receipt from the disclosing party; (b) is received without restriction on disclosure by the receiving party from a source other than the disclosing party who received the information not in violation of any confidentiality restriction; (c) is or becomes available on an unrestricted basis to a third party from the disclosing party or someone acting under its control; (d) is publicly known or

becomes publicly known through no fault of the receiving party; or (e) is revealed pursuant to a statute, regulation, or order of a court of competent jurisdiction requiring such disclosure, provided the party revealing such information promptly notifies the other party to allow the other party to take appropriate protective measures.

- 10.7 Termination for Breach. In the event that OnePlanetWeb learns of a material breach by LICENSEE, relating to the confidentiality obligations of the Software as described in section 10, OnePlanetWeb agrees to immediately notify LICENSEE in writing of the these allegations. Licensee shall have 10 days from the date of notice to recover and deliver to OnePlanetWeb any materials which have been distributed in violation of the confidentiality obligations of section 10. Licensee ~~will~~ have 10 days from the date of notice to cure any other violation of the confidentiality obligations of section 10 in a reasonable manner. Upon notice of a breach with respect to the confidentiality obligations of section 10, the Licensee ~~will~~ immediately cease and desist in the unauthorized conduct. In the event that LICENSEE persists in unauthorized conduct as determined by OnePlanetWeb, OnePlanetWeb may at its sole discretion terminate this Agreement. Nothing in this section shall ~~be~~ deemed as a waiver of the parties' rights or remedies in the event of litigation commenced to enforce this Agreement.

11. TERM AND AUTOMATIC RENEWAL

This Agreement shall be effective as of the Effective Date specified at the beginning of this Agreement and shall remain in force for one (1) year from the Activation Date, defined to be the day after training is completed, unless terminated sooner under the terms of this Agreement. This Agreement shall automatically renew for successive terms of one (1) year from the Activation Date unless one party provides the other party with written notice of its intent to terminate this Agreement at least sixty (60) days prior to the end of the term or of the applicable renewal term. The Web Hosting, Maintenance and Technical Support fee shall not increase by more than 10% per year. A notice of any increase of the Web Hosting, Maintenance and Technical Support fee from the previous year shall be provided at least sixty (60) days prior to each annual renewal date.

12. INDEMNITY

COUNTY shall defend, indemnify and hold ONEPLANETWEB, ~~its~~ 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 LICENSEE, ~~its~~ officers, agents or employees.

13. WARRANTIES

- 13.1. Statement of Warranties. OnePlanetWeb warrants that, for a period of Three hundred and sixty five (365) days following the Activation Date or any renewal of this agreement (the "**Warranty Period**"), the operation of the Programs shall substantially conform to the description set forth in Exhibit 1, provided that Licensee has not altered any portion of the Programs, that the Server Programs are operated on the Server and in an operating environment necessary to operate the Software, that the Local Programs, if any, are operated on the Licensee's machines and in an operating environment necessary to operate the Software, and that any non-conformities in the Programs as compared with the description set forth in Exhibit 1 are not caused by products or services from OnePlanetWeb's suppliers, including without limitation the web hosting service suppliers, or any other third party. OnePlanetWeb's sole obligation or liability under this Warranty shall ~~be~~ to use reasonable efforts to correct the Programs, in a reasonable time, to perform in accordance with the Documentation, upon written notice of its failure to so perform from the Licensee. In the event OnePlanetWeb fails to remedy material defects in the Programs under this Warranty, Licensee's sole remedy and OnePlanetWeb's sole

liability shall be to receive a refund of any License Fee paid hereunder for the portion of the Programs, if any, which does not conform to the description set forth in Exhibit 1.

- 13.2. Additional Performance Guarantees. While OnePlanetWeb cannot guarantee continuous web service at any time, OnePlanetWeb will make all reasonable efforts to correct any interruption of service within its control in the shortest time possible. In the event that the Software is not operating and available on OnePlanetWeb's servers at least 99.9% of the time for any given month, excluding scheduled maintenance, acts of God, or events beyond the control of OnePlanetWeb, the maximum liability for any and all loss, claim, damage or liability of any kind, including due to OnePlanetWeb's negligence or the negligence of any of its suppliers, shall be limited to \$50 US for any month for which a claim is made in writing within 30 days of such non-operation. Operation and availability of the Software on OnePlanetWeb's servers does not guarantee accessibility over any or all Internet connections.

- 13.3. Disclaimer of Warranty. THE WARRANTY SET FORTH IN SECTION 13.1 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY ONEPLANETWEB. ONEPLANETWEB EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONEPLANETWEB DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE, IF ANY, WILL BE CORRECTED. ONEPLANETWEB'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF ONEPLANETWEB FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY AND USE OF THE SOFTWARE OR RELATED SERVICES. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE LICENSEE.

14. **ESCROW OF SOURCE CODE**: The source code for the Software provided to Licensee by OnePlanetWeb will be held in escrow in a safe deposit box secured by the County of Santa Barbara. In the event that OnePlanetWeb is adjudicated insolvent during the term of this agreement, the County of Santa Barbara shall release the source code to Licensee. In the event that the source code is released to Licensee, Licensee shall not sell, transfer, publish, disclose, display or otherwise make available any portion of the Software to others at any time and shall utilize the source code expressly for Licensee's own continued use of an Online Employment System and for no other purpose, regardless of the financial solvency of OnePlanetWeb.

15. LIMITATION OF LIABILITY

ONEPLANETWEB SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF ONEPLANETWEB FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEES PAID TO ONEPLANETWEB BY LICENSEE HEREUNDER FOR THE SPECIFIC PORTION OF SOFTWARE GIVING RISE TO SUCH CAUSE OF ACTION OR CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

THE COUNTY OF SANTA BARBARA, CALIFORNIA SHALL HAVE NO LIABILITY OF ANY KIND TO LICENSEE WITH RESPECT TO THIS AGREEMENT OR OTHERWISE.

16. TERMINATION

- 16.1 By OnePlanetWeb. In addition to various other express rights of OnePlanetWeb to terminate this Agreement set forth herein, OnePlanetWeb shall also have the right to terminate this Agreement immediately and cancel any unfilled portion of it by written notice to Licensee if: (i) Licensee becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Licensee, or (ii) if Licensee sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, or (iii) upon Licensee's breach of the License or confidentiality and nondisclosure provisions of section 10 contained herein, or (iv) upon a violation of OnePlanetWeb's proprietary rights described in section 9 hereunder. OnePlanetWeb shall have the right to terminate this Agreement upon any breach of any other material provision of this Agreement by Licensee, its officers, directors, partners, employees, agents, or contractors, if OnePlanetWeb has notified Licensee of such breach in writing and Licensee has not cured such breach within ten (10) days after receiving such written notice.
- 16.2 By Licensee. Licensee's rights to terminate this agreement are provided in Section 8.2.
- 16.3 Post-Termination Obligations. Within fifteen (15) days after the termination of this Agreement, Licensee shall return any copies of the Software, including Programs and Documentation, to OnePlanetWeb, or at OnePlanetWeb's sole discretion, erase any copies of the Software from all storage media in its possession, and certify the completion of such destruction in writing to OnePlanetWeb. Notwithstanding the foregoing, all provisions hereof relating to OnePlanetWeb's proprietary rights as described in section 9, confidentiality and non-disclosure rights as described in section 10, and non-solicitation shall survive the termination or expiration of this Agreement.

17. MISCELLANEOUS

- 17.1 Entire Agreement. This Agreement, including all Exhibits and attachments, evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.
- 17.2 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.
- 17.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely within that State.
- 17.4 Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement that the parties cannot resolve between themselves without assistance, the parties agree to attempt to resolve such dispute through third-party mediation. Any such dispute that is not resolved within thirty (30) days after a request for mediation by either of the parties shall be settled by arbitration to be held in Santa Barbara, California, in accordance with the then-applicable rules of the American Arbitration Association or any successor thereto. If the parties shall not have agreed on a mutually satisfactory arbitrator within ten (10) days of the request of any party for arbitration hereunder, the President of the American Arbitration Association shall forthwith provide the name of three qualified arbitrators and each party shall strike one name. The arbitrator may grant injunctions or other relief in such dispute, but may not award punitive or exemplary damages. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having

jurisdiction, and the parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Central District of California, or if that court has no jurisdiction, to the California Superior Court in and for the County of Santa Barbara for this purpose. The arbitrator shall award to the prevailing party on each material issue that party's reasonable attorney's fees and cost. The term "prevailing party" shall mean the party that shall have substantially prevailed on a material issue in dispute. As to distinct, severable issues in dispute, the arbitrator may decide which party is the prevailing party. Accordingly, the arbitrator shall have the discretion to award attorney's fees to both parties, in amounts to ~~be~~ determined by the arbitrator, if the arbitrator shall determine that as to separate and distinct material issues having a bearing on an entitlement to relief each of the parties shall have been a prevailing party. Application for cost and expenses shall be substantiated with documentary verification. The actual cost of the arbitration itself shall be borne by the losing party or shall be allocated between the parties in such proportions as the arbitrator decides if there are distinct, severable issues in dispute and the arbitrator determines that each of the parties has, to some extent, been a losing party.

- 17.5 Assignment.** This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. Licensee may not assign, without the prior written consent of OnePlanetWeb, Licensee's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement. OnePlanetWeb may assign this Agreement.
- 17.6 Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested; or (iii) if given electronically, upon receipt thereof. All notices shall ~~be~~ addressed to the parties at the addresses set forth on the first page hereof or such other address as either party may from time to time designate in writing to the other party, unless given electronically, in which case the notice shall be addressed to the following email address (or other email address as either party may from time to time designate in writing to the other party): if to OnePlanetWeb: jenna@oneplanetweb.com; if to Licensee: liz.Morrison@co.Santa-Cruz.ca.us. All notices shall be deemed to have been given "in writing" if received by the non-transmitting party electronically.
- 17.7 Survival.** All provisions of this Agreement relating to proprietary rights as described in section 9, confidentiality and non-disclosure as described in section 10, or to payment of any other fees that have accrued for services rendered that have not been paid by Licensee shall survive the termination of this Agreement. Any disputes arising after the termination of this agreement shall be settled as defined in section 17.4.
- 17.8 No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not ~~be~~ deemed a waiver of any further right hereunder.
- 17.9 Enforceability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.
- 17.10 Remedies.** Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- 17.11 Headings.** The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

- 17.12 No Third Party Beneficiaries. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

LICENSEE HAS READ AND AGREES TO ALL OF THE ATTACHED AND INCORPORATED TERMS AND CONDITIONS.

LICENSEE:

ONEPLANETWEB, INC.

By: _____

By: Jenna Berg

Name: _____

Name: Jenna Berg

Title: _____

Title: President

Date: _____

Date: July 26, 2001

www.jobaps.com/SantaCruz Activation Date: October 26, 2001

Approved as to form:

DMRae 7-27-01
County Counsel

Approved as to Insurances:

7-27-2001
Risk Management

EXHIBIT 1

0139

Software

The Software is specified as follows (the description may vary over time as enhancements and upgrades are made):

PROGRAMS:

1. The Registration System:
 - a. Terms of Use agreement
 - b. New applicant registration.
 - c. Existing applicant registration, including links to review previously filled-out on-line applications and links to finish partially completed on-line applications.
 - d. Ability to complete an application at a later time.
 - e. Ability to copy data from an existing application into a new application.
 - f. Ability to update all contact information.
 - g. Ability to review all existing applications.
2. Controller Program
 - a. Maintains web-state for each applicant and directs applicant to move through the application process in any order desired and to complete all required parts.
3. Supplemental Questionnaire Programs:
 - a. A program to generate a "JobAps encoded" supplemental questionnaire from a basic HTML **web** form.
 - b. A program to present a "JobAps encoded" supplemental questionnaire on the web, to encode and save all data entered by an applicant into this form, and to decode and display saved data in the corresponding fields of the associated Supplemental Questionnaire for printing and electronic review.
4. Applicant Data Collection: (The description of these parts may vary over time and vary with the Licensee.) The on-line application to be filled out by the applicant is divided into 6 parts, plus an optional Resume Part and Online Help.
 - a. Part 1 – May include EEOA/AA data used for equal employment opportunity requirements and affirmative action requirements.
 - b. Part 2 – Contact information. May include desired work locations, legal requirements and required disclosures for work, additional languages, office skills.
 - c. Part 3 – May include Driver's License, Veterans Preference Points, Professional Licenses, Certifications or Registrations, Education Data
 - d. Part 4 – May include Employment Experience and Equivalent Experience
 - e. Part 5 – May include methods for submission of additional required materials
 - f. Resume – May allow for submission of an optional resume on-line.
 - g. Part 6 – Final Submission, Optional review and printout, List of incomplete parts of the application.
 - h. Online Help – A summary of tips and a step-by-step guide to filling out the online application.
5. Applicant Processing Program for Administrators. (The operation of these programs may change over time as they are modified and enhanced)
 - a. Jobs Definition
 - i. Define Job titles, job numbers, required applicant additional materials, filing deadlines, test dates, analyst and exam clerk names, data for status board, etc.
 - ii. Use to track recruitment process and present status information both internally and to applicants.
 - iii. Allows change of a job bulletin number or change of a filing deadline with automatic email notification to all affected applicants.

- b. Supplemental Questionnaire Creation
 - i. Database-enabled and integrate basic form documents into the JobAps Online System.
- c. Upload Program:
 - i. Allows identification of sets of applications based on job number, date applied, social security numbers, and other criteria. These sets may be viewed electronically over the web and/or printed. Sets may also be viewed collectively as tables.
 - ii. Identifies the most recent employment applications for all open employment recruitments for electronic review and/or printout and then uploads a subset of the data in a format compatible with the SIGMA or TRAC Applicant Management System to the client machine.
 - iii. Allows resubmission of a specific employment application.
- d. Statistics & Review Program
 - i. Enables querying of the database according to the fields specified in the program in order to collect statistics and review of sets of applications using different formats, including a variety of different table views and an ordered set of individual complete applications.
- e. Keyword Search Program
 - i. Provides for electronic grouping of sets of applications based on filtering and keyword searches. Allows for viewing of sets as a table or as an ordered set of individual complete applications.
 - ii. Provides batch email capability.
- f. Report Program
 - i. Generates reports on the numbers and types of applications, types of applicants, and jobs applied for, over userdefined periods of time.
- g. Automatic e-mail confirmations to applicants for:
 - i. Final submission of Applications to Server
 - ii. Review and/or printing and/or uploading of Applications from the Server to the Human Resources Agency.
 - iii. Notification of change of job number for a job for which the applicant has applied.
 - iv. Notification of change of job deadline for a job for which the applicant has applied.

Browser Compatibility: Internet Explorer Versions 4 and 5, Netscape Navigator 4 and 6.

Software Specifications: SQL Server 7.0 database. Source Code is written using Active Server pages and is designed to be run using IIS on a Windows 2000 server.

DOCUMENTATION:

Electronic documentation for use of the Programs is provided on-line.

Terms of Use Agreement For Applicants

The Terms of Use Agreement shall be in the form found on the Jobaps.com web site, as the same shall be modified from time to time. As of the Activation Date of this Agreement, the Terms of Use Agreement read as follows:

Disclaimer:

The County of Santa Cruz and the developers of the Santa Cruz County online employment application system, OnePlanetWeb, Inc., are not responsible or in any way liable for any computer hardware or software malfunction which may affect your employment application or the applicant selection process.

Your Responsibilities as the Applicant:

1. Before making the final submission of the application, it is the your responsibility to ensure correctness of all information submitted in the application and to print out a copy of the application in the "Final Part" for your records.
2. You are required to provide a valid e-mail address and to check to be sure that you receive two e-mail confirmations within the time specified:
 - The first e-mail confirms the final submission of your application by Santa Cruz County and is sent by the server immediately upon final submission. You should receive this first e-mail confirmation within one day after final submission.
 - The second e-mail confirms importing and initial processing of your application by the Santa Cruz County Human Resources Office and should arrive within 2 business days after final submission.
3. If you do not receive both confirmation e-mails, it is your responsibility to contact the Santa Cruz County Human Resources Office. If you fail to do so, your application may not be considered for the opening for which you have applied.
4. Cookies must be turned on in your browser in order to use this online application system. Click [here](#) for more information on cookies.

Note: Your application is submitted using Secure Encryption to ensure the privacy of all information you transmit over the internet.

By accepting the Terms of Use Agreement set forth here, you agree to all of the above terms and you agree to use this online employment application system only for the submission of bona fide employment applications to Santa Cruz County. Any other use of this online employment application system, including without limitation any copying, downloading, translation, decompiling or reverse engineering of the system, data, or related software, shall be a violation of this Terms of Use Agreement.

Licensing Fees; Basic Customization and Training

JobAps.com Software including Basic Customization & Training **\$29,500**

- * Includes Standard Customization Package (see below)
- * Includes automatic e-mail confirmation of submission and initial processing by your agency, the ability to create electronic application sets for on-line distribution and review, and the ability to print application sets.
- * Includes the “MagicSup” interface to easily create database-enabled supplemental questionnaires with no programming.
- * Includes TRAC upload capability.
- * Includes an Email notices database to send batch emails to selected applicants and a Jobs Database to track recruitments.
- * Includes Database Keyword search capabilities for all applicants.
- * Includes a Statistics and Report Generation package.
- * Includes on-line documentation.
- * Includes one day of training. (travel expenses including food, lodging and transportation will be billed at direct pass-through costs; travel time will be billed at the rate of \$125.00/hour)

***JobAps.com Standard Customization Package** **Included**

- * Customization of the standard employment application plus addition/substitution of questions to match your agency’s application
(In rare instances, an additional customization fee may be charged for applications which require a high degree of customization)
- * Customization of printed application to match your agency’s paper application
- * Customize output from J&Aps.com to match client’s TRAC or Sigma IV Applicant Management System* configuration
- * Customization of the administrative suite to match your agency’s employment data
- * Inclusion of logos, headers, etc. Choice of basic colors for headers, background and text

* Special instructions on registration page and final submission page

0143

* Customize list of additional materials commonly sent separately from the application.

Fee schedule:

- Due August 15, 2001: \$10,000 due along with this signed Agreement.
- Due October 22, 2001: \$19,500 due upon completion of software customization and before training.
- Due October 26, 2001: ~~\$5,800~~ due the day after training to activate JobAps/SantaCruz (Santa Cruz County **will** hold the \$5,800 for up to 30 days until system test and customer acceptance.)
- Due October 22, 2001: \$1,000 for an additional day of training.

Consultant expenses which **will** be billed at \$125.00 per hour for travel time plus travel expenses including food, lodging, transportation (Exhibit 3) shall not exceed \$2,500.

October 26, 2001 is defined to be the Activation Date.

October 26 is defined to be the annual Renewal Date of this contract.

Delivery Schedule:

Installation shall be completed by October 24, 2001 based upon a due date of August 15, 2001 for the \$10,000 deposit and the receipt by OnePlanetWeb of the completed customization questionnaire by August 15, 2001.

Training is scheduled for October 24 and 25, 2001 at Santa Cruz County Human Resources Department, based on receipt of completed questionnaire by August 15. If the deposit of \$10,000 is not received by Sept 15, 2001 late payment fees shall accrue according to the terms of this agreement.

EXHIBIT 4

Web Hosting, Maintenance and Technical Support

1. WEB HOSTING

The Programs shall be installed on and located at a web server housed with Santa Barbara Web Hosting, or such other web hosting services provider as OnePlanetWeb, in its discretion (a) shall choose, or (b) shall consent to in writing. Licensee agrees not to move or to cause any third party to move the Programs from the Server without the prior written consent of OnePlanetWeb. OnePlanetWeb may change the Server location at any time.

OnePlanetWeb cannot guarantee continuous web service, service at any particular time, or integrity of data stored or transmitted via the Internet. OnePlanetWeb will not be liable for the inadvertent disclosure, or the corruption or erasure of data transmitted or received or sorted over the Internet. OnePlanetWeb will not be liable to Licensee for any claims or damages which may be suffered by Licensee, including, but not limited to losses or damages of any and every nature resulting from the loss of data, inability to use the Internet or the Web site relating to the Licensee's use of the Software, or the inability to transmit or receive information, caused by or resulting from, delays, nondeliveries, or service interruptions.

OnePlanetWeb shall not be liable for any delay or failure to carry or make continuously available the hosting services described in this Exhibit 4 if Licensee has not performed its obligations under this Agreement or if such delay or failure is due to any cause beyond the control of OnePlanetWeb, including, without limitation, restrictions of laws or regulations, labor disputes, acts of God, or mechanical or electronic breakdowns. OnePlanetWeb's obligations hereunder are subject to OnePlanetWeb's compliance with any and all laws, regulations, orders and other governmental directives which may be imposed on the Internet or OnePlanetWeb or on the Web site relating to the Licensee's use of the Software.

Licensee shall agree to the following web hosting Terms and Conditions for web hosting as part of this Agreement. In the event the Programs are relocated to another web server or for any other reason, Licensee agrees to execute any such additional web hosting Terms and Conditions or related documentation as OnePlanetWeb shall reasonably request in writing. Such changes shall not affect the financial terms of this agreement.

Web Hosting Terms and Conditions

JobAps.com is currently providing Web Hosting with **Santa Barbara Web Hosting, PO Box 6913, Santa Barbara, CA 93160-6913** (hereafter "**SBWH**"). Santa Cruz County (the "**Customer**") is bound by the following terms and conditions of use.

SBWH offers web hosting and email services through its web servers. SBWH does not offer dial-up services and Customer must arrange for independent access to the Internet.

SBWH's servers may be used for lawful purposes only and consistent with all rights of other parties. Without limiting the foregoing, SBWH's servers shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity or for the purpose of transmitting or storing of material which is obscene, libelous or defamatory. Any abuse will subject Customer's account to immediate termination or suspension. Any use of the SBWH server that disrupts the normal use of it for other Customers is considered abuse. Unauthorized modification, alteration, reverse engineering, or de-compiling of the SBWH servers is prohibited.

SBWH does not allow pornography to be stored on its web servers. Customer hereby warrants that it will not store or publish pornographic material on the web servers.

SBWH may charge customers \$85 per hour for any time required to address the affects of abuse that results from Customers actions.

SBWH reserves the right to modify these terms and conditions, change any service offered or the features of any service offered or its server with reasonable notice, including changes to access and use procedures at no cost to the County of Santa Cruz. SBWH **will** publish notice of contract modification at least 30 days before such changes take effect.

Use of SBWH's servers and services, and the Internet in general, is at Customer's sole risk, and the use is provided on an "as is," "as available" basis without warranties or guarantees of any kind, either expressed or implied, including implied warranties of merchantability or fitness for a particular purpose, all of which warranties are hereby expressly disclaimed except to the extent any warranty cannot be disclaimed under applicable law.

Under no circumstances shall SBWH be liable for any direct, indirect, incidental, special or consequential damages, including, without limitation, damages for **loss** of profits, business interruption, loss of business information, and the like, even if SBWH has been advised of the possibility of such damages. The maximum liability of SBWH to any Customer for any and all loss, claim, damage or liability of any kind, including due to SBWH's negligence, shall **be** limited to \$50 US for any month in which a claim is made. SBWH does not warrant that its services and system **will** be uninterrupted or error free; nor does SBWH make any warranty as to the results or information obtained from use of its service or system or the Internet in general.

The Customer agrees to indemnify and hold harmless SBWH, its directors, officers, shareholders, agents, employees and its other Customers from any and all claims, liabilities, damages, or expenses, including attorney fees, arising out of or resulting from any and all use of Customer's account whether or not authorized.

The right to use SBWH's servers may not **be** transferred, nor resold. Customer agrees to protect its password and account and to keep them secure from unauthorized use.

Electronic mail and other transmissions passing over the Internet through unsecured channels and through SBWH's system are not confidential. Accordingly, SBWH cannot guarantee the protection or privacy of any information of any Customer. For troubleshooting purposes, SBWH may monitor an account at any time. SBWH reserves the right to monitor a Customer's mail and transmissions as a necessary incident to providing service and **otherwise** to protect the rights or property of SBWH. SBWH will not disclose any such information unless required to do **so** pursuant to a court order, subpoena, or similar legal request or otherwise on the advice of counsel.

2. MAINTENANCE

Maintenance shall include periodic reviews of Programs, hosting services, and external factors, such as new internet browser versions or other new releases of software which may affect the performance of the Programs. Enhancements, patches and modifications will be installed automatically if deemed necessary or desirable by OnePlanetWeb. Monitoring of the applicant process via real-time e-mails and use of the Programs licensed by this Agreement **will be** performed periodically by OnePlanetWeb to test and maintain the Software according to its sole discretion.

3. TECHNICAL SUPPORT

Three (3) hours of technical support (phone/web) per year are included with the Web Hosting, Maintenance, and Technical Support package. All technical support requests are billed in 15-minute increments, with a minimum of 15 minutes per incident.

Software Technical Support for the Licensee using the three hours of Software Technical Support provided with the Web Hosting, Maintenance, and Technical Support package or using an Advanced Technical Support Agreement is available via email or phone during normal business hours from 8 AM to 5 PM, Monday through Friday, holidays excepted. Requests for technical support **will** normally receive a response within **24** hours.

Hosting Technical Support is available **24** hours a day, **7** days a week, 365 days a year.

Additional Software Technical support is available as described in Exhibit 6

4. WEB HOSTING, MAINTENANCE AND TECHNICAL SUPPORT FEES

The Web Hosting & Maintenance & Technical Support fees are required fees and are due according to the fee schedule of this Agreement and then annually at the time of renewal. These fees are subject to change at the time of renewal. If the number of applications received on the Server during the period of this agreement exceeds the original annual estimate of 6000 completed applications, Licensee **will be** assessed the increased fee and invoiced accordingly at any time that the number of completed applications has exceeded payment.

Fees Due:

_____. 2001: \$5,800.00 due within 30 days after training upon customer acceptance following completion of systems test and training to "Activate" system for use by the public.

JobAps.com Web Hosting & Maintenance & Technical Support \$5,800/yr (required)

- * Includes up to **6,000** completed on-line applications per year
 - Up to 12,000 completed on-line applications per year for \$8,300/year
 - Up to **18,000** completed on-line applications per year for \$10,800/year
 - Up to 24,000 completed on-line applications per year for \$13,300/year
- * Includes storage of completed applications for 1 year. Other terms negotiable..
- * Includes set-up and testing
- * Includes reliable managed hosting on secure servers
 - **Security** - SSL; firewall protection; servers are located in a secure vault and monitored by a security force.
 - **Support** - 24/7 server support **with** redundant T3 lines from two different providers

- **Performance** - T3 lines, Compaq servers, Cisco routers **and** a state-of-the-art Network Operations Center
 - **Reliability** - **daily** tape back-ups, back-up T3 connections and generator plus UPS power back-up
 - **History** - Hosting since 1996 with past performance **of** >99.9% server “up” time
- * Includes software maintenance with installation **of** basic patches and enhancements.
 - * Includes e-mail notification of Hosting and Internet service news
 - * Eludes **3 hours** technical **support** (phone/web) per year (*charges in 15-minute increments; minimum 15-minute charge*)

EXHIBIT 5**Additional Software Customization**

At the written request of Licensee, OnePlanetWeb will, at its option, perform additional Software Customization to the licensed Programs or to the Licensee's Website. All such work will be performed at an hourly rate of \$125.00 with the rate subject to change upon renewal of this Agreement. Fees for Additional Software Customization will be invoiced directly to the Licensee via email, fax or postal letter and payment is due within thirty (30) days of receipt of invoice. Late payments will be assessed a 1.5% per month late charge.

JobAps.com Additional Software Customization (as requested by client) \$125/hour

- * Creation of advanced website features and programming
- * Customization for additional unique employment application forms/ databases
- * Graphics, special buttons, or other custom features

JobAps.com Additional Components (as requested by client)**Call for a Quote.**

- * Integrate paper and electronic applications into one online database to allow electronic viewing, keyword searches and batch emailing** for notices, invitations, etc. (**many paper applicants provide email addresses)
- * Review and annotate applications online for certifying lists and sharing applicant information. Use your agency's appropriate accept or reject codes. Integrate these results with your applicant tracking system.
- * Add an Application-on-file and interest cards to recruit for future vacancies (Application-on-file will be included in basic customization package for Santa Cruz)
- * Link recruitments to salaries, class and benefits data.
- * True Integration of paper and electronic applications using scanning technology to allow for the review of all applications electronically. Available 3rd quarter 2001.

Advanced Technical Support

Licensee may purchase Advanced Technical Support packages at \$1,800 for each additional 10 hours of Technical Support via phone or email. Charges are in 15-minute increments with a minimum 15-minute charge per incident. In the case that payment has not been made or the all paid hours have been used, Technical Support Requests via phone or email **will** be billed at \$200.00 per hour. Hours of Technical Support for Licensee's with an Advanced Technical Support package are 8AM to 5 PM Monday through Friday, holidays excepted. Requests for technical support **will** normally receive a response within **24** hours. These fees are subject to change at the time of renewal.

JobAps.com Advanced Technical Support

Optional

- * Additional 10 hours of technical support (phone/web) for \$1800**
- * Additional 20 hours of technical support (phone/web) for \$3600**
- * Technical support which is not part of one of the above packages will be billed at \$200/hour **

**** Charges in 15-minute increments; minimum 15-minute charge**