AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AUTONOMY, INC.

THIS AGREEMENT, entered into this _____ day of _____ , 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Autonomy, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of the provision of ECM software, professional implementation services and support.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Payments and rates
Attachment 1— Autonomy, Inc. End User Software License Agreement
Attachment 2— Product Schedule
Attachment 3— Software Support Terms and Conditions

2. **Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable pursuant to the provisions set forth in Exhibit "A" or of such other applicable statement of work signed by both parties referencing this Agreement. In no event shall the County's total fiscal obligation under this Agreement

exceed SEVEN HUNDRED NINE THOUSAND TWO HUNDRED FORTY DOLLARS ($709,240).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 5, 2010 through July 31, 2011.

This Agreement may be terminated by Contractor or by the Chief Information Officer of San Mateo or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. All work provided by Contractor shall remain the intellectual property of Contractor and its licensees, however County shall have a license to use such work consistent with the terms of the licenses the County holds in the underlying software to which the work applies, subject to its payment in full of any applicable charges or fees therefor.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding. The County will comply with the obligations under this Agreement in relation to the cost of all services rendered and software licensed up until the point of such notice.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the extent caused by Contractor's gross negligence or willful misconduct while providing work/ services contemplated by this Agreement, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any tangible property of any kind whatsoever and to whomsoever belonging, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement in whole to a third party but may subcontract with a third party to provide services required by Contractor under this Agreement provided that Contractor provide notice to the County of such subcontract. Any such assignment of the Agreement as a whole without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending reduction in the limits of liability below that which is set forth below, or of any cancellation of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing at minimum statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance intended to protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:
(a) Comprehensive General Liability $1,000,000
(b) Motor Vehicle Liability Insurance $1,000,000
(c) Professional Liability $1,000,000

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County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a breach of this Agreement and suspend all further work pursuant to this Agreement.

10.   Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws and all applicable Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will endeavor to timely and accurately complete, sign, and submit all necessary documentation of compliance.

11.   Non-Discrimination and Other Requirements

A.   *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B.   *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

C.   *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

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D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

   i)   termination of this Agreement;
   ii)   disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
   iii)   liquidated damages of $2,500 per violation;
   iv)   imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California with regards to those records reasonably necessary to evidence whether invoices were correctly issued to the County, provided such examination and/ or audit is properly noticed, occurs not more often than once per twelve (12) month period, and is conducted by independent auditors who have first signed Contractor's confidentiality agreement.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and, provided the County provides its reasonable reporting requirements to the Contractor in advance and Contractor accepts them in writing, as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice and no more often than once per twelve (12) month period, access to and the right to examine those records and documents necessary to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto for the work/ services contemplated hereunder and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail unless such exhibit and/ or attachment is signed by both parties. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United Sates mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:
Attention: General Counsel
Autonomy, Inc.
One Market Plaza, Spear Street Tower, 19th Floor
San Francisco, CA 94105

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
A Political Subdivision of the
State of California

By:_____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

Autonomy, Inc.

_____
Contractor's Signature

Date: 9/24/10

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO AND AUTONOMY, INC.

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Contractor, through its Professional Services organization, will assist County with the services described herein. Implementation services will be provided through BCS Systems, a subcontractor of Contractor or as provided under Section 8 herein.,

Engagement Summary

County has asked Contractor to assist with installing, configuring and deploying an Autonomy Worksite Enterprise Content Management System (ECM) solution to replace their current FileNet installation.

The implementation will consist of installing Autonomy components and migrating all content from the current FileNet platform. The Autonomy components to be installed include WorkSite, Workflow Manager and Teleforms. Autonomy will work with County to develop a comprehensive project plan to design, implement and migrate all objects from the FileNet platform.

The current FileNet implementation is used by the County to store and manage documents used across the departments and associated processes. The current FileNet installation encompasses 10 libraries containing over 71 document classes and approximately 1.6M documents.

The project is divided into number of tasks as detailed below.

Task 1:	Project Initiation
Task 2:	Develop Project Plan
Task 3:	Analysis
Task 4:	Design
Task 5:	Installation
Task 6:	Configuration and Development
Task 7:	Testing
Task 8:	Documentation
Task 9:	Training
Task 10:	Pilot Test
Task 11:	Migration
Task 12:	Implementation in Production

Project Scope

1) Task 1: Project Initiation

During this task, Contractor will:

    a. Hold a kickoff meeting with County project team to:
        1. Review project scope
        2. Agree upon project governance
        3. Identify and introduce key team members
        4. Establish high level project schedule and ensure resources are scheduled

During this task, County and Contractor will:

    a. Ensure that key resources attend and participate in kickoff meeting
    b. Work collaboratively to develop an project plan for execution of this Statement of Work

2) Task 2: Develop Project Plan

During this task, Contractor will:

    a. Meet with County Steering committee and project team

    b. Develop a general timeline, task list and project plan including the detailed development of cutover plan to be used in the migration task

Deliverables:

    a. Detailed project plan

3) Task 3: Analysis

During this task, Contractor will:

    a. Conduct a requirements review with County project team and document "as-is" business processes

During this task, County will:

    a. Provide administrative access (or guided access) to systems and back-end data sources during discovery process

    b. Actively participate in a requirements review with the Contractor project team to determine "as is" business processes

Deliverables:

    a. Business Requirements Analysis – Summarizes technology and business process assessments, documents "as-is" business processes, and identifies project requirements (functional and non-functional)

4) Task 4: Design

WorkSite/Teleforms Design

During this task, Contractor will:

    a. Hold one or more design workshops with County to decide on the following design elements:
1. Infrastructure design (including hardware / servers sizing recommendations and requirements) for all components and environments (test/development, staging, and production)
2. Library design
3. Metadata and forms design
4. Application design including Workspace design
5. Teleforms forms design and scanning process design for all existing capture paths
6. Integration with one internal system (CARE AS400 database)
7. Deployment plan

    b. Provide documentation of design decisions for all components and environments (test/development, staging, and production)

During this task, County and Contractor will:

    a. Ensure that key resources attend and participate in design workshops
    b. Work collaboratively to finalize design elements

Deliverables:

    a. System Design Document – Identifies "to-be" business processes and describes how the functional and technical requirements recorded in the Business Requirements Analysis are transformed into system design specifications from which the system will be built
    b. Functional Specification – Details functional product specifications used for initial system configuration
    c. Initial Taxonomy – Provides baseline document groups and document types used for preliminary software configuration and validated during pilot operations
    d. Preliminary Software Configuration
    e. System Architecture Diagram

Assumptions:

    a. Disaster recovery planning is not included as part of Infrastructure Design
    b. System design will account for County's backup system.
    c. Hardware design includes design for up to three environments – test/development, staging, and production. High availability design within a single site is included for the production and staging environments
    d. Contractor will identify opportunities to use VMware virtualization during the system and infrastructure design

e. Contractor will allocate up to eight (8) hours to configure Teleform separator sheets for document export to WorkSite
f. Standard Teleform field level validations will be used
g. Teleform Web service calls are not included in this scope
h. Standard Teleform connect agents will be used

Workflow Design

During this task, Contractor will:

a. Up to the number of hours indicated in the payment schedule, hold one or more design workshops with County to design the Autonomy Liquid Office workflows to replace the existing 5 FileNet workflows. Design elements will include:
   1. Overall workflow review for each workflow
   2. Required form interfaces
   3. Workflow users and roles
   4. Workflow notifications
   5. Data and system integration requirements (if any)

During this task, County will:

a. Provide documentation of existing workflow processes
b. Provide access to subject matter experts with detailed understanding of the existing and to be built workflows

During this task, County and Contractor will:

a. Ensure that key resources attend and participate in design workshops
b. Work collaboratively to finalize design elements

Deliverables:

a. Documentation of workflow design decisions
b. Refined project schedule/plan

Assumptions:

a. Custom entitlements are not included in this scope
b. Out-of-the-box security and administration features will be used
c. With the exception of the CARE workflow, workflows will consist of a maximum of two one-page forms per process, with a maximum of ten steps in each workflow

5) Task 5: Installation

During this task, Contractor will:

a. Deliver installation software and installed component documentation.
b. Install Teleforms, WorkSite, and Workflow Manager in test/development environment
c. Supervise installation of Teleforms, WorkSite, and Workflow Manager in staging and production environment
d. Confirm installation of Teleforms, Worksite, and Workflow manager in staging and production environments

During this task, County will:

    a. Procure and install infrastructure servers/hardware as per design requirements and recommendations

    b. Install Teleforms, WorkSite, and Workflow Manager in staging and production environment

    c. Confirm installation of Teleforms, WorkSite, and Workflow manager in test/development environment

Deliverables:

    a. Installed software in test/ development, staging, and production environments

6) Task 6: Configuration and Development

During this task, Contractor will:

    a. Configure installed components as per the agreed-upon design, including workflows as designed

    b. Assist County with installation and configuration of third party annotations software.

    c. Conduct unit testing and refinement as necessary

    d. Working with County, provide direction in the development of a test plan.

During this task, County will:

    a. Create testing plan/script for all components

Deliverables:

    a. As-built system that conforms to documented decisions made during design phase

Assumptions:

    a. Configuration of Worksite will be performed to replace up to ten (10) existing FileNet Libraries and up to 71 document classes

    b. TeleForm / LiquidOffice exports are limited to Worksite for document management only. Alternate exports of images and data would involve change management

    c. Two (2) Database lookups (CARE & HR) used in Workflows have been defined and included in this estimate

7) Task 7: Testing

During this task, Contractor will:

    a. Support County's testing efforts, by providing direction during the development of the County's test plan, to include User Acceptance Testing (UAT)

    b. Perform system refinements as identified by testing activities

During this task, County will:

a. Identify a UAT cohort to perform acceptance testing
b. Execute the test plan to ensure the system functions as described in design documents and includes workflows as defined in Design task
c. Ensure detailed unit testing is performed on all built components per the test plan created during the Design phase

8) Task 8: Documentation

During this task, Contractor will:

a. Provide as-built documentation to County that defines how the system has been designed, per the project definition (or Business Requirements Analysis)

Deliverables:

a. As-built system documentation, including any revisions

Assumptions:

a. The aforementioned documentation will be leveraged to enable (on-site) end-user training as well as Administration training that will cover the application maintenance to be performed by the County IT group on an ongoing basis

9) Task 9: Training

During this task, Contractor will:

a. Create end user training materials based on information specific to the County's system, as-built
b. Provide end-user training for Pilot users

Assumptions:

a. Maximum number of pilot users to be trained is 24.

Deliverables:

a. End user training materials or other materials suitable for the County to conduct ongoing user training, as may be mutually agreed by the parties in writing
b. End user training for Pilot users

10) Task 10: Pilot Test

During this task, County will:

a. Identify a group of users to be designated "Pilot" users
b. Provide desktop deployment services for Pilot users
c. Perform Pilot user testing as defined in the Test Plan

During this task, Contractor will:

a. Provide County technical assistance during Pilot testing

b. Make necessary modifications to System(s) based on the pilot testing results

During this task, County and Contractor will:

a. Collaboratively work on support and system refinement tasks to facilitate knowledge transfer to County resources

Deliverables:

a. Completion of Pilot test scripts per Test Plan

Assumptions:

a. Services estimate assumes that pilot activities occur over a 2-3 week period and that work is performed during standard business hours.
b. Pilot is limited to maximum of 24 users

11) Task 11: Migration

During this task, Contractor will:

a. Validate configuration of FileNet export files and metadata
b. Configure import tool(s) to import objects, annotations and associated metadata into WorkSite
c. Perform a sample import of objects, annotations and metadata into a non-production WorkSite environment
d. After non-production migration has been successfully completed by Contractor and subsequently reviewed by County and following the migration cutover plan, perform import of objects, annotations and metadata into production WorkSite environment

During this task, County and Contractor will:

a. Collaboratively work on support and system refinement tasks to facilitate knowledge transfer to County resources

During this task, County will:

a. Provide FileNet export files in XML, generated by FileNet export manifest utility. Export files will need to contain annotation content and properties
b. Validate system setup, operation, and migrated content in accordance with agreed-upon design after the non-production migration
c. Validate system setup, operation, and migrated content in accordance with agreed-upon design after the production migration, and conduct user testing
d. Inform the user community on the process of migration to production, and coordinate migration per the cutover plan

Deliverables:

a. Migration cutover plan
b. Production environment containing production data migrated from FileNet

Assumptions:

    a. All objects and associated annotations in the Filenet production libraries shall be migrated including all versions

    b. All objects migrated to the new Autonomy platform shall retain the same creator_name, create_date, modifier_name, modified_date as was a part of that object in the Filenet production platform. Annotations shall retain orientation and completeness as was part of the annotations in the Filenet production platform

    c. All document classes (number not to exceed 71), folder classes and objects in the Filenet Production libraries shall be migrated to Worksite in a manner consistent with the agreed upon design

    d. After the migration, security access rights for each object will be consistent between FileNet and WorkSite, taking into account differences in the security model between the applications

    e. The migration process will include counts of all objects so that verification that all objects were moved can be made

    f. BCS's migration tools will be provided at no additional cost to County. Document import is limited to 1.6 million documents

12) Task 12: Implementation in Production

During this task, Contractor will:

    a. Assist County with launch and support activities

    b. Perform system refinement based on user feedback

    c. Provide details on system configuration and outstanding issues (if any) to Contractor technical support

    d. Transition support activities to Contractor technical support

    e. Ensure all deliverables have been provided to County

    f. Hold final project status meeting

    g. Provide up to 8 hours of services in support of end-user training services

    h. Provide on-site support for 1 week following the final production 'go-live' date.

During this task, County and Contractor will:

    a. Collaboratively work on support and system refinement tasks to facilitate knowledge transfer to County resources

Deliverables:

    a. Production system with live users

    b. Project Closure Report

    c. Final Risks and Issues

    d. End user training

Assumptions:

    a. County will provide desktop deployment services

Project Management Services

During execution of this Statement of Work, Contractor will provide project management services as part of each task. The Contractor project management will consist of the following tasks:

1. Provide as-needed project management services for the duration of the project up to 60 hours per calendar month, provided that such services do count towards the total number of hours estimated for this engagement and shall not be deemed additional thereto.
2. Prepare and communicate weekly status reports for delivery to County project manager
3. Collaboratively work with the County project manager to maintain and manage the project plan
4. Conduct weekly status meetings
5. Provide an escalation point within Contractor for any project related issues
6. Serve as Contractor focal point for all communications between Contractor and County
7. Ensure resourcing and scheduling is aligned with project plan and County expectations
8. Provide weekly updates regarding time and expenses incurred in execution of tasks associated with this Statement of Work, for delivery to County Project Manager

County will provide a part-time Project Manager to serve as single point of contact for all requests, agreements, and project work. This person will provide access to and assign appropriate County resources whether network, database, system, or subject matter expert necessary to complete project tasks. County project manager will own the project plan.

The County project manager will perform the following tasks:

1. Facilitate, streamline, and serve as a focal point for all communications between Contractor and County
2. Collaborate with Contractor to help maintain and manage the project plan
3. Provide input as to status of tasks assigned to County resources and progress against the agreed-upon timeline
4. Facilitate County document and/or system reviews when requested or required by project plan
5. Ensure availability of County resources

Deliverables: Weekly status reports. This report will include status on the following;

1. Project issues
2. Project risks
3. Timeline status
4. Budget status

Global Assumptions

1. County and Contractor are assumed to be working in a collaborative fashion on many if not all of the deliverables and tasks detailed in this Statement of Work.
2. Contractor will perform work 'on-site' at the County as determined by the County and Contractor and within the estimated travel expenses for this project.

3. Autonomy out-of-the-box reporting functionality will be leveraged for all applications.
4. Contractor will notify County of changes in scope (if any) identified and advise of any price or schedule changes based upon new County requirements. In the event of any scope change, County will provide Contractor with a written document specifying the changes. Contractor will respond with a project change request that re-states the request, identifies the changes to labor estimates and timeframes.
5. Contractor will have two weeks from receipt of the signed contract associated with this Exhibit A to staff and begin the proposed project.
6. Contractor will not be responsible for any system outages that occur as a result of power outages, WAN links malfunctioning, telecommunications outages, or other catastrophic disaster.

County Responsibilities

The following is a list of minimum requirements that the County must meet in addition to the responsibilities previously stated:

1. Provide sign-off on all tasks before next phase activities will be undertaken. All milestones will be provided to County serially unless mutually agreed via a written change order signed by both Contractor and County.
2. Provide a Technical Lead(s) to receive knowledge from Contractor consultants who will attend formal Autonomy training courses relevant to the project. These individuals will be responsible for building a team to administer and maintain the system in the future.
3. Attend appropriate product training classes as recommended by Contractor to ensure that trained County resources participate in the project.
4. With adequate notice, notify, schedule, and make available required County resources during execution of this Statement of Work.
5. Provide office space for Contractor personnel while onsite.
6. Provide workstation or otherwise appropriate access for the Contractor Consultant with connectivity to the machine(s) hosting Autonomy Implementation. Access will comply with County security standards.
7. Provide remote access to systems for configuration and maintenance. Access will comply with County security standards.
8. Complete assigned tasks in a timely manner, as assigned to the County as defined in the timetable, particularly testing.
9. Ensure that unless otherwise notified, services will continue once they have commenced until the completion of the project.
10. For installation related tasks, provide network-ready servers (with OS and any required system management packages installed) that meets or exceeds the Contractor specifications for hardware to Contractor prior to Contractor software installation.
11. Provide information on any current system issues or configurations during planning activities.
12. Export images and metadata from the FileNet Repository into an external file location to be used for migrating the images into Worksite.

13. In cases where a County review is requested or required, the acceptance criteria defined in this document will be followed.
14. Perform performance engineering and load testing.

Roles and Responsibilities:

County Steering Committee

The purpose of the County Steering Committee is to sponsor this implementation project and audit progress toward achieving the project's objectives. The following people compose the Steering Committee:

Project Role	Responsibility
Project Sponsors	Provides executive sponsorship for the project and authorizes release of payment according to contract terms
Chief Information Officer	Responsible for information technology decisions and/or changes

Cross Departmental Project Team

The Project Team ensures that implementation tasks are completed as planned. The following people compose the Project Team:

Project Role	Responsibility
County	
Server Team	Provides remote server access to Contractor Systems Engineers; deploys system hardware; ensures completion of daily backup operations; provides ongoing system administration
Project Manager	Serves as primary point of contact for project and all deliverables. Approves Contractor project deliverables; coordinates County project activities
Trainers	Observe application training during training and provide post-project/ongoing application training
Application Team	Provides ongoing administration of software applications
Subject Matter Experts (SMEs)	Departmental staff that will participate in business requirements gathering to determine needs; recommend policy decisions to County project manager
Pilot Team	Departmental staff that will validates County business requirements are achieved during limited production pilot operations; provide rollout support during full production implementation
Contractor	
Project Manager	Manages and ensures project deliverables within constraints of scope, schedule, budget and quality
Business Analyst	Facilitates business requirements interviews with subject matter experts; delivers functional specifications to Systems Engineer
Systems Engineer	Provides consultation and documentation for system hardware installation; configures application software to functional specifications; delivers System Administration training

| Trainer | Customizes training material and delivers end user training |
| Support Specialist | Provides rollout support for end users |

Deliverable Review Process

The following review process describes how deliverables are reviewed and approved. Reviews are used to ensure the quality of deliverables and minimize the potential negative impact on downstream activities.

Upon completion of an applicable Milestone (as set forth in Exhibit B), the Contractor project manager will notify the County project manager of such completion. The County project manager will have five (5) business days from the date of notification to review and approve, or reject the Milestone, or in absence of such timely notification, such Milestone shall be deemed approved and the fees will be due for the applicable Deliverable(s) in accordance with this Exhibit A. In order to affirmatively approve the Milestone, County project manager will notify the Contractor project manager in writing (e-mail is acceptable) of such acceptance.

In the event that County reasonably rejects a Milestone, County shall provide Contractor with a detailed written explanation of the non-conformity and meet with Contractor to discuss a solution that is mutually agreeable to the parties. If Contractor reasonably agrees that a deliverable does not meet applicable acceptance criteria, Contractor will revise the deliverable and re-submit same for acceptance. Upon resubmission of the Milestone, the County project manager will have five (5) business days after delivery to review and approve or reject the revised deliverable. If Contractor does not receive the written acceptance or rejection of an applicable Milestone within five (5) business days of notification of completion of a Milestone, the applicable Deliverable(s) will be deemed accepted and the applicable fees will be due in accordance with this Exhibit A. Unless otherwise specifically set forth, each Project Milestone shall be performed serially.

Billing

See Exhibit B to the Agreement to which this Exhibit A is attached. Work is performed in consideration of payment as described therein.

Training

County may attend training courses at the rates set forth in Exhibit B, pursuant to Contractor's standard training offering procedures. County shall pay the associated fees as set forth in Exhibit B for each corresponding course within thirty (30) days of receipt of invoice, such invoice to be sent to County upon receipt of County's purchase order for such corresponding ordered course(s). For each course, payment must be received by Contractor in full in advance of County's attendance of such course. For avoidance of doubt, acceptance requirements are not applicable for Autonomy training offerings. In the event County needs to reschedule any particular course, the parties shall work together to find a mutually agreed upon time to reschedule, as may be reasonably possible. All training materials provided during a course to participants shall remain in

the possession of those participants at the conclusion of the course. All fees are quoted in US Dollars.

Contacts:

County- Pete Owen, Project Manager
POwen@co.sanmateo.ca.us
Patrick O'Meara, ECM Platform Lead
POmera@co.sanmateo.ca.us

Contractor- Bob Murphy, Sales
Bmurphy@Autonomy.com
Mike Silano, Consulting Director
Mike.Silano@Autonomy.com

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AUTONOMY, INC.

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

SUMMARY SCHEDULE OF PAYMENTS

Professional Services (Fixed 1500 hours)	$268,000
Software/ Licenses Fee	$384,000
(1st Year Maintenance to be invoiced separately)	
Training	$27,240
Travel expenses	$30,000

TOTAL NOT TO EXCEED $709,240

All labor is quoted in US Dollars. All applicable taxes shall be the responsibility of the County. Services are provided on a time and materials basis with milestone billing. Identified deliverables are contained within defined project milestones. Upon completion of all deliverables related to a specific milestone(s), Contractor will invoice for the services fees associated with the completed milestone(s).

For Professional Services, Training and Travel expenses set forth herein in this Exhibit B and as further described in Exhibit A, the County will submit payment within 30 days of receipt of a correct invoice, such invoice to be in accordance with the deliverable review process set forth in Exhibit A (the statement of work). For avoidance of doubt, the Software License Fee and fee for first year maintenance therefor shall be invoiced in accordance with the End User License Agreement ("EULA") separately entered into by the parties, payment therefor to be made within 120 days of receipt of invoice in accordance with the terms of such EULA.

Travel and living expenses shall be invoiced separately. Such expenses shall not exceed $30,000 without prior written approval by the County. County will be billed for actual expenses which will be fair, responsible and aligned with standard business practices. Contractor will provide the County with copies of original receipts for all reimbursable expenses.

Professional Services

Milestone Number	Milestone / Acceptance Criteria	Hours	Dollar Amount

Milestone Number	Milestone / Acceptance Criteria	Hours	Dollar Amount
1	Project Initiation and Analysis Refer to Tasks 1,2 and 3 for additional details Acceptance Criteria: Delivery and acceptance of project plan and business requirements analysis documents, all of which meet or exceed industry standards.	Total for Milestone 1: 304 hours	Total for Milestone 1: $54,315
2	Design Refer to Task 4 for additional details Acceptance Criteria: Delivery and acceptance of System Design Document, Functional Specification, Initial Taxonomy, Preliminary Software Configuration, System Architecture Diagram, Workflow design decisions and refined project schedule/plan, all of which meet or exceed industry standards .	Total for Milestone 2: 110 hours	Total for Milestone 2: $19,653
3	Installation, Configuration and Development Refer to Tasks 5 and 6 for additional details Acceptance Criteria: Software installed and configured per design document and product documentation in test/development, staging, and production environments.	Total for Milestone 3: 446 hours	Total for Milestone 3:$79,685
4	Testing, and Documentation Refer to Tasks 7, and 8 for additional details Acceptance Criteria: Delivery and acceptance of as-built system that meets specifications set forth in the System Design Documentation.	Total for Milestone 4: 234 hours	Total for Milestone 4: $41,808
5	Training and Pilot Testing Refer to Tasks 9 and 10 for additional details Acceptance Criteria: Delivery and acceptance of end user training materials which conform to the functionality specific to the County's actual as-built system. Verification of testing use cases as defined in test plans.	Total for Milestone 5: 132 hours	Total for Milestone 5: $23,584

Milestone Number	Milestone / Acceptance Criteria	Hours	Dollar Amount
6	Migration and Implementation in Production Environment Refer to Tasks 11 and 12 for additional details Acceptance Criteria: Production environment containing production data and objects migrated from FileNet production data and objects.	Total for Milestone 6: 274 hours	Total for Milestone 6: $48,955
TOTAL NOT TO EXCEED		1500 hours	$268,000

Training

Class	Duration	# of Students	Fee per Student per Class	Closest Location	Total Fee
Sys Admins					
App Essentials	2	4	$1,500	San Jose	$ 6,000.00
Teleform Complete	4 days	3	$2,950.00	San Francisco	$ 8,850.00
ICSE	5 days	3	$3,000.00	San Jose	$ 9,000.00
iManage Workflow Manager	3 days	4	$2,300.00	Chicago	$ 9,200.00
Worksite 8.5 IDOL Indexer	1 day virtual class	2	$ 500.00	Virtual	$ 1,000.00
Subtotal					$34,050.00
				Discount*	20%
				Adjusted Total with Discount*	$27,240.00

*20% discount available for classes taken prior to March 31, 2011.

In no event shall total payment under this Agreement exceed SEVEN HUNDRED NINE THOUSAND TWO HUNDRED FORTY DOLLARS ($709,240).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

ATTACHMENT 1

AUTONOMY, INC.
END USER SOFTWARE LICENSE AGREEMENT

Autonomy

This Autonomy, Inc. End User Software License Agreement ("Agreement") is entered into between Autonomy, Inc., having a place of business at One Market, Spear Tower, 19th Floor, San Francisco, CA 94105 ("Autonomy"), and **County of San Mateo**, located at 455 County Center-Flr 3, Redwood City, CA 94063 ("Licensee"), on October 5, 2010 ("Effective Date").

1.   **LICENSE GRANT.**

        a.   **Software License.** Subject to the terms and conditions of this Agreement, Autonomy grants to Licensee a personal, nonexclusive, non-transferable, non-assignable and non-sublicenseable, limited license to use the software identified in the product schedule attached to this Agreement as Exhibit A ("Software" and "Product Schedule," respectively) and in any other Product Schedule to which the parties may agree, in binary executable form only, only in accordance with the accompanying technical documentation ("Documentation"); collectively with the Software, the "Product"), and only as specified in the applicable Product Schedule. "Software" does not refer to source code and no license is granted with respect to source code of any kind. Each Product Schedule shall be subject to the terms and conditions of this Agreement except as specifically provided in such Product Schedule.

        b.   **License Restrictions.** Except as expressly set forth in this Agreement (including in a mutually executed Product Schedule), Licensee shall not (directly or indirectly, in whole or in part): (i) make more copies of the Product than the number of copies permitted on the applicable Product Schedule, except for one (1) copy of the Software solely for archival purposes; (ii) cause or permit any reverse engineering, decompilation, modification, translation or disassembly of the Software; (iii) sell, rent, sublicense, distribute, disclose, publish, assign, commercially share (including time share), or otherwise transfer any rights in the Product without Autonomy's prior written consent; (iv) use the Software for service bureau services including, without limitation, providing third party hosting, or third party application integration or application service provider type services, or for any similar services; (v) permit any third party application to access the collection of data indexed by the Software, or use the Software to create or populate any other collection (except with Autonomy's prior written consent); and (vi) will not, and will not permit to be done, anything which shall adversely affect Autonomy's right, title or interest in or to the Software.

2.   **OWNERSHIP.** Title and ownership of all proprietary rights, including any copyright, patent, trade secret, trademark or other intellectual property rights, in and to the Product and any copies thereof, including all updates, enhancements and modifications to the Software, is and will at all times remain the property of Autonomy and its licensors. Autonomy and its licensors retain all right, title and interest in and to the Product that are not specifically granted to Licensee hereunder. Licensee shall not remove or obliterate any copyright, trademark or proprietary rights notice of Autonomy or its licensors from the Product and shall reproduce all such notices on all authorized copies of the Product.

3.   **TERM AND TERMINATION.** Except as otherwise stated herein, or unless terminated earlier in accordance with this Section 3, the term of this Agreement commences on the Effective Date and continues until the latest Expiry Date, if any, set forth in an applicable Product Schedule hereunder. This Agreement may be terminated earlier by either party on thirty (30) days written notice to the other party if the other party breaches any material obligation hereunder and such breach is not cured within such thirty (30) day period, unless such breach cannot be cured, in which case this Agreement shall immediately terminate upon notification of termination. Without prejudice to any other rights to which it may be entitled, Autonomy may give notice in writing to Licensee terminating this Agreement with immediate effect if Licensee: (a) becomes insolvent, (b) makes an assignment for the benefit of creditors, (c) files or has filed against it a petition in bankruptcy or seeking reorganization, (d) has a receiver appointed, (e) ceases conducting business in the normal course, or (f) institutes any proceeding for liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, Licensee shall only be in breach if such petition or proceeding has not been dismissed within thirty (30) days. Upon termination, Licensee shall immediately remove and cease to use the Product and will return to Autonomy or destroy all copies of the Product or any part thereof (in any form or media), and certify in writing to Autonomy that Licensee has complied with the foregoing obligations. Termination of this Agreement shall not relieve Licensee of any payment obligations accrued as of the effective date of termination.

4.   **SUPPORT.** Licensee may elect to purchase and receive maintenance and support services for Software in accordance with Autonomy's standard terms of support as set forth in Exhibit B ("Support Services"). The initial effective date of Support Services is the Commencement Date. All support matters must be logged into and initiated through the Autonomy electronic helpdesk system by Licensee. Autonomy will not be liable for any failures or delays arising as a result of Licensee's failure to properly log tickets, nor shall any support provided outside of the system be a waiver of these terms.

5.   **LIMITED WARRANTY.**

a.   **Warranty and Remedies.** Autonomy warrants to Licensee that for a period of thirty (30) days from the date of initial delivery of the Software to Licensee, the Software will substantially perform in accordance with Autonomy's standard data sheets (available at http://www.autonomy.com/datasheets). This warranty applies only to problems reported by Licensee to Autonomy during the aforesaid warranty period. The foregoing warranty shall not apply to any Software that has been modified other than by Autonomy, or that has been improperly installed or used in any manner other than as authorized under this Agreement. LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY SHALL BE LIMITED, AT AUTONOMY'S DISCRETION, TO SUPPORT OR REPLACEMENT OF THE SOFTWARE.

b.   **DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AUTONOMY AND ITS LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY PROVIDED PURSUANT TO SECTION 5(a), THE PRODUCTS ARE PROVIDED "AS IS". AUTONOMY DOES NOT WARRANT THAT THE PRODUCTS OR THE FUNCTIONS CONTAINED THEREIN WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE.

6.   **LIMITATION OF LIABILITY.** IN NO EVENT WILL AUTONOMY OR ITS LICENSORS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OR INACCURACY OF INFORMATION), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF AUTONOMY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AUTONOMY'S OR ITS LICENSORS' AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY LICENSEE TO AUTONOMY FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT RESULTING IN SUCH CLAIMS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

7.   **CONFIDENTIALITY.** Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are confidential or proprietary, or which may be reasonably regarded as the confidential information of the other party ("Confidential Information"). Confidential Information will also include the Products, the terms of this Agreement, and any new product information or the results of any benchmark or similar tests on the Software conducted by Licensee or divulged by Licensee to Autonomy. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is the subject of a written permission to disclose provided by the disclosing party; or (vi) is disclosed in response to a valid order of a court or other governmental body. In the event that a receiving party is required by law to disclose any Confidential Information of the disclosing party, the receiving party shall notify the disclosing party in advance of any such disclosure immediately and in such timely fashion as to allow the disclosing party to comment, seek a protective order, consent to the disclosure, or otherwise respond to such notice as the disclosing party deem appropriate. Receiving party shall at all times cooperate with the disclosing party so as to comply with disclosing party's instruction, which shall not be contrary to the governing law.

8.   **FEES, PAYMENT AND DELIVERY.** Invoices for License Fees and Support Fees shall be rendered to Licensee upon Autonomy's shipment of the Software. Except to the extent payment terms differ in an applicable Product Schedule, Licensee agrees to pay Autonomy the fees set forth in the applicable invoice within thirty (30) days from the date of invoice. All fees are exclusive of shipping, taxes, duties and other similar fees, all of which shall be the responsibility of and shall be paid by Licensee. A service charge of one and one-half (1½) percent per month will be applied to all overdue invoices. Licensee agrees to pay for all reasonable costs (including reasonable attorneys' fees) incurred in collecting past due amounts under this Agreement. All shipments shall be ExWorks point of

manufacture (per Incoterms 2000). Provided Licensee is current in its payment of all Support Fees, the renewal rate for Support Fees shall be the previous year's rate plus an increase not to exceed the greater of five percent (5%) or the rate in increase of the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W"), US City Average, All Items, for the 12 month period immediately preceding renewal of Support for which such data is available. Delivery may be electronic, such as via FTP. Delivery may be electronic, such as via FTP. Upon purchase Licensee may receive a temporary access code that will allow for Licensee's temporary use of and access to the Software. Unless otherwise specified on the purchase order, such temporary access codes may expire ninety (90) days from the date of Delivery of the applicable Software. Upon receipt by Autonomy of all applicable fees in accordance with this Agreement and the applicable purchase order, Licensee will receive an access code that will allow for Licensee's use of and access to the Software (i) with respect to Software licensed for a perpetual term, on a permanent basis, subject to the terms of this Agreement, or (ii) with respect to Software licensed for a fixed term, for the remainder of the then-current Initial Term or Renewal Term (as defined in an applicable Product Schedule). In the event Licensee fails to timely pay applicable license fees, Autonomy may withhold delivery of such access code, which will result in Licensee's inability to access and use the Software.

9. **INTELLECTUAL PROPERTY RIGHTS.** Licensee agrees to promptly notify Autonomy of any known or suspected infringement or breach of Autonomy's proprietary rights. Autonomy shall have the exclusive right to institute infringement or other appropriate legal action against any alleged, prospective or actual infringement of Autonomy's intellectual and other proprietary rights in the Products, and shall retain all money received from such action. If the Products or the operation thereof becomes or, in Autonomy's opinion is likely to become, the subject of a claim that it infringes the rights of any third party, Licensee will permit Autonomy, at Autonomy's expense, to either: (i) procure the right for Licensee to continue using the Products, or (ii) replace and modify the Products so that it becomes non-infringing; provided that, if neither of the foregoing alternatives is reasonable, Licensee will return the infringing Products to Autonomy and Autonomy will refund the price paid by Licensee for the returned Products, depreciated on a straight-line basis over a five year period, whereupon this Agreement shall terminate immediately. Notwithstanding the foregoing, Autonomy shall not be liable for any such claim that arises as a result of: (a) any modification of the Products by any party other than Autonomy; (b) use of the Products otherwise than in accordance with the Documentation; (c) combination of the Products with hardware or other software, if such claim would have been avoided by not so combining the Products; or (d) use of a superseded release of Products if the infringement would have been avoided by the timely implementation of an Update supplied by Autonomy. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

10. **GOVERNMENT END USERS.** Each Product (a) was developed at private expense, is existing computer software and no part of it was developed with government funds; (b) is a trade secret of Autonomy for all purposes of the Freedom of Information Act; (c) is commercial computer software submitted with only those rights provided in Autonomy's then-current standard end-user license agreement; (d) in all respects is proprietary data belonging solely to Autonomy; and (e) is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DoD) the Software is licensed only with those rights specified in Autonomy's then-current standard end user license agreement, and use, duplication or disclosure of the Software is subject to the restrictions set forth in such end user license agreement.

11. **MARKETING, PUBLICITY AND BRANDING.** Licensee shall reasonably assist Autonomy in the creation and where applicable distribution of marketing and publicity-related materials in respect of the subject matter of this Agreement. Licensee agrees that Autonomy may use Licensee's name to identify Licensee as an Autonomy customer. Licensee agrees to prominently place the Autonomy brand logo or equivalent material (e.g., *"Powered by Autonomy"*) on Licensee's World Wide Web site, intranet or equivalent site, as applicable, in reasonable proximity to any area thereof which provides functionality related to Licensee's Use of the Products. Each party's use of the other party's trademarks and logos will be in accordance with such other party's policies in effect from time to time.

12. **GENERAL.** This Agreement together with all the Product Schedules, contains the full and complete understanding of the parties as to the subject matter hereof and may not be altered or modified, except by written amendment which expressly refers to this Agreement and which is duly executed by both Autonomy and Licensee. The parties expressly agree that this Agreement supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all contemporaneous or future purchase orders. Any and all terms and conditions contained or referenced in a purchase order shall be of no effect. Licensee shall not transfer or assign this Agreement or any rights or obligations hereunder under operation of law, change of control, or otherwise, without the prior written consent of Autonomy. Any attempted assignment or transfer in violation of the foregoing will be void. Licensee agrees that it will not export or re-export the Product without the appropriate United States Government or any other government licenses. This Agreement will be governed and interpreted in accordance with the laws of the

United States and the State of California, without giving effect to principles of conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought exclusively in the state and federal courts having jurisdiction in San Francisco, California, and the parties irrevocably consent to the jurisdiction of such courts. All notices required under this Agreement shall be in writing and shall be deemed effective: (i) one (1) day after deposit with a commercial overnight carrier, with written verification of actual receipt or (ii) upon confirmation of receipt generated by the sending device, if sent by facsimile. All notices must be delivered to the Legal Department of the other party to the applicable address on the first page hereof or to such other address as the parties may designate in writing. Autonomy will have the right to inspect Licensee's books and records at Licensee's facility as reasonably necessary to verify that Licensee's use of the Product complies with this Agreement. Autonomy shall provide Licensee with reasonable notice prior to any inspections. Autonomy shall bear all costs and expenses associated with the exercise of these rights, unless such inspection reveals that Licensee is not in compliance with this Agreement, in which case, Licensee shall pay Autonomy the reasonable costs of such inspection plus any additional license fees related to unauthorized use of the Products. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure of a party to insist on the performance of an obligation hereunder shall not be deemed to be a waiver of such obligation or of any other obligation. Sections 2, 3, 5, 6, 7, 8, 10 and 12 of this Agreement shall survive any termination or expiration of this Agreement. The parties acknowledge and agree that a material breach of this Agreement adversely affecting Autonomy's proprietary rights would cause irreparable harm to Autonomy for which a remedy at law would be inadequate and that Autonomy shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law.

This Agreement shall be null and void and of no effect unless signed and returned by Licensee to Autonomy on or before October 30, 2010.

The foregoing is agreed to by both parties and effective as of the Effective Date.

Autonomy, Inc.	**County of San Mateo**
By: _____	By: _____
Name: _Christopher Egan_	Name: _____
Title: _CEO_	Title: _____
Date: _9/24/10_	Date: _____

ATTACHMENT 2

EXHIBIT A TO END USER LICENSE AGREEMENT

Autonomy

PRODUCT SCHEDULE NO. 1

1. Software; Authorized Environment; Authorized Use/Users; Restrictions on Use

: (A) WorkSite Software (collectively "WorkSite Software") as follows:

(i) WorkSite Server Corporate Edition: Required for all WorkSite products. Includes 2 single core CPUs; or 2-dual core processor CPUs; or 1-quad core processor CPU. Includes Caching, Clustering and Email Management (Communication Server) capabilities.

(ii) WorkSite Developer Suite Corporate Edition (quantity: 2): for Non-Production Use only; Includes the WorkSite Development Server (up to 2 single core CPUs or 4 multi-core CPU processor cores) and the WorkSite SDK. WorkSite SDK is limited to the following uses: Licensee may create a customized user interface or any special features or extended functionality for any packaged WorkSite client integration of WorkSite with other software applications; Integration of WorkSite with other software applications; Administrative tools/utilities, including migration kits & workflows; Custom Clients (called Custom Developed Clients: CDCs) that will be used by Licensee instead of, or in addition to, the packaged WorkSite clients. Includes COM APIs and 5 WorkSite Technical User (developer) licenses.
- Includes WorkSite Template Designer Toolkit (Web Component server and 2 licenses of WorkDocs for template design in development only).

(iii) WorkSite Desktop Clients Corporate Edition, Full Client Bundle Corporate Edition (DeskSite, EMM for GroupWise Clients, and WorkSite Web) (quantity: 225 Concurrent User licenses): Includes a license to use DeskSite and EMM for Groupwise Clients. Includes license to use and the WorkSite Web User - Internal Corporate Edition.

(iv) WorkSite Corporate Edition Add-On Modules (quantity: 2); includes:
- WorkSite Web Component Server Corporate Edition: Required for all WorkSite Web components. Includes 2 single core CPUs; or 2-dual core processor CPUs; or 1-quad core processor CPU.
- WorkSite Testing Server Corporate Edition: Includes a license to install WorkSite Server Software, for testing and upgrades, in a separate, non-production environment. Includes 2 single core CPUs; or 2-dual core processor CPUs; or 1-quad core processor CPU.

(B) TeleForm Software (collectively "TeleForm Software") as follows:

(i) TeleForm Enterprise Edition– Production Use only (quantity: 1 copy); includes:
- Reader (1 module)
- Verifier (1 module)
- Designer (1 module)
- AutoMerge Publisher (1 module)
- ScanStation (1 module)
- Web Capture (5 modules)

(ii) Additional TeleForm software – Production Use only (quantity: 1 copies); each copy includes:
- Additional Verifier (11 modules)
- Additional ScanStation (9 modules)

- Additional Reader (3 modules)
- TeleForm Intelligent Document Recognition (1 module)
- TeleForm Intelligent Document Classification (1 module)

(iii) TeleForm Enterprise Edition– Non-Production Use only (quantity: 2 copy); includes:
- Reader (1 module)
- Verifier (1 module)
- Designer (1 module)
- AutoMerge Publisher (1 module)
- ScanStation (1 module)
- Web Capture (5 modules)

(iv) Additional TeleForm software – Non-Production Use only (quantity: 2 copies); each copy includes:
- Additional Verifier (1 module)
- Additional Reader (1 module)
- TeleForm Intelligent Document Recognition (1 module)
- TeleForm Intelligent Document Classification (1 module)

(C) iManage Software (collectively "iManage Software") as follows:

(i) iManage Workflow Manager for WorkSite integration – Production Use only (quantity: 225 Concurrent User licenses)
(ii) Workflow Manager Server –Production Use only (quantity: 1 Server)
(iii) iManage Workflow Manager for WorkSite integration – Non-Production Use only (quantity: 225 Concurrent User licenses)
(iv) Workflow Manager Server –Non-Production Use only (quantity: 2 Server)
(v) Public Access Option– Production Use only (up to 100 forms)
(vi) Public Access Option– Non-Production Use only (up to 100 forms)

Note: WorkSite Software, TeleForm Software, and Imanage Software collectively referred to as "Software" for purposes of this Product Schedule No. 1. All Software may be used solely by Licensee for Licensee's internal use as a county governmental entity, in accordance with the terms of the Agreement and this Product Schedule No. 1. ***Software may be used solely on the number of Servers as set forth above, except that module-based Software may be installed and used solely on one (1) workstation per module.***

2.	Languages	:	English
3.	Platform	:	Windows
4.	Number of Copies	:	One (1) each of Software or module (as the case may be) in item 1 above
5.	Number of Instances	:	One each of (1) above per server below
6.	Number of Developers	:	Five (5) internal Licensee Developers
7.	Number of Users (all of which are Concurrent Users)	:	225 concurrent internal Licensee employees or contractors ("Authorized Users")
8.	Territory of Software installation	:	United States of America
9.	Licensee Technical Support Contacts	:	Name: Patrick J. O'Meara, ECM Platform Lead Phone: (650) 599-7445 E-mail: pomeara@co.sanmateo.ca.us
10.	License Fee	:	US $384,000 US Dollars, invoiced immediately.

11. Support Fee (first year)	:	20% of License Fee per annum for Support Services, first year to be invoiced immediately and thereafter invoiced annually in advance of each anniversary of the Commencement Date
12. License and Support Fee Payment Terms	:	120 days from date of invoice
13. Delivery Address	:	Shipped EXW point of manufacturer (per Incoterms 2000) via electronic delivery
14. Commencement Date	:	On Effective Date
15. Expiry Date	:	None, subject to earlier terminated pursuant to the Agreement
16. Additional License Terms	:	In the event Licensee has purchased a license to WorkSite Server with Caching software hereunder, Autonomy hereby grants Licensee a nonexclusive, nontransferable right to enable files from remote repositories to be cached locally in order to deliver high-speed access to documents on Servers across a Wide-Area Network. Such right shall be used by Licensee for internal business purposes only, and shall at all times be subject to the terms and conditions of the Agreement.

Applicable Definitions:

CPU: a single core central processing unit on a computer.

Developer: an individual employed and authorized by Licensee to Use and access the functionality of the Development Software for purposes of developing or administrating the Application, regardless of whether the individual is actually using or accessing the Software at any given time.

Development Software: the tool and other portions of the Software which are used to incorporate the Run-Time Software in the Application and enable the Run-Time Software to provide the applicable functionality within the Application.

Documents: as a document section or page from a multi-paged or single paged document (e.g., a page in .pdf or .doc document) that is no more than 4096 characters in size.

Non-Production Use: development, quality assurance, testing, and disaster recovery usage.

On-Line Service: any dial-up, remote access, interactive, Internet-based or other on-line service or World Wide Web site supported by one or more servers.

Production Use: live or fail-over usage for commercial, business or production purposes.

Run-Time Software: the portion of the Software which must be incorporated in an Application to execute the search, retrieval and other functionality of the Software.

Servers: computing devices acting as a server for a network of interconnected computing devices, whether within an enterprise or other Web, intranet or internet environment and including virtual machines (such as a VMware instance) or logical partitions, upon which the Product may be installed or accessed. All Servers shall be owned and/or leased and controlled by Licensee.

User: an individual authorized by Licensee to use or access the functionality of the Product, regardless of whether the individual is actually using or accessing the applicable Product at any given time. **Concurrent Users** means the total number of concurrent Users that can access the server running the Software at any given time in a particular Licensee installation.

ATTACHMENT 3

SOFTWARE SUPPORT TERMS AND CONDITIONS

Autonomy

SOFTWARE SUPPORT TERMS AND CONDITIONS

For all licensees who purchase support services, Autonomy provides support in English in the form of Error Corrections, Software Updates, and Telephone Hotline Support ("Support Services") to up to two (2) designated technical contacts. The term of Support Services shall be for one (1) year terms commencing from the Commencement Date, as renewed annually thereafter. Support Services will automatically be renewed for additional one (1) year periods on the Commencement Date unless Licensee notifies Autonomy in writing of its desire not to renew Support Services at least thirty (30) days prior to the end of the existing Support Services period. If Licensee fails to pay any Support Fee when due, Autonomy reserves the right to withhold provision of Support Services until receipt of such payment. By way of example and not of limitation, continued availability of Support Services following any automatic renewal shall be deemed conclusive evidence of renewal by Licensee. Support Services are provided only for (i) the current release of the Product, and (ii) the most recent previous release of the Product for six months following availability of the current release.

DESCRIPTION OF SERVICES PROVIDED DURING A SUPPORT PERIOD

A) Error Corrections. Autonomy shall exercise commercially reasonable efforts to correct any error reported by Licensee in the current unmodified release of the Product in accordance with the priority level reasonably assigned to such error by Autonomy. If a reported error has caused the Product to be inoperable, or Licensee's notice to Autonomy states that the reported error is substantial and material with respect to Licensee's use of the Product, Autonomy shall use its reasonable commercial efforts to correct expeditiously such error or to provide a software patch or bypass around such error. Licensee acknowledges that all reported errors may not be corrected. Autonomy shall have no obligation to support: (i) altered, damaged or modified Software or any portion of the Software incorporated into other software; (ii) problems caused by Licensee's negligence, abuse, misapplication or use of the Software other than as specified in the Documentation, or other causes beyond the control of Autonomy; or (iii) Software installed on a system that is not supported by Autonomy. Autonomy shall have no liability for changes in Licensee's hardware necessary to use the Software due to a workaround or maintenance release.

B) Software Updates. Autonomy provides, at no additional cost, one (I) copy of documentation and one (I) copy of, or authorization to copy, new maintenance releases of the Product, which are not designated by Autonomy as new products for which it charges a separate fee ("Updates"). Autonomy, may in its sole discretion, modify the Product and deliver Software Updates to its customers which may add new and/or eliminate existing features, functions, operating environment and/or hardware platforms to the Product.

C) Telephone Hotline Support. Autonomy provides telephone assistance to all licensees who have purchased Support Services. Telephone Hotline Support hours of operation are from 8 am to 5 pm Mountain Standard Time Monday through Friday excluding Autonomy recognized holidays. Support telephone numbers and email addresses may be found on Autonomy's website at www.autonomy.com. Autonomy Support personnel are available to answer questions related to Autonomy's supported products and how they perform with compatible hardware systems. Assistance in the development of custom applications for Autonomy's products is not included in standard hotline support. If licensees wish to acquire such support, it is available through Autonomy's Consulting group at the then-current consulting rates.

PRIORITY LEVELS OF ERRORS

In the performance of Support Services, Autonomy applies the following priority ratings to problems reported by licensees.

A) Priority I Errors.

Description: Program errors, which prevent some function or process from substantially meeting the functional specification, which seriously affect the overall performance of the function or process and for which no work-around is known.

Autonomy Response: Autonomy shall promptly initiate the following procedures: (1) assign a senior Autonomy engineer to correct the error; (2) notify senior Autonomy Management that such errors have been reported and that steps are being taken to correct the error; (3) provide Licensee with periodic reports on the status of corrections; (4) commence work to provide Licensee with a work-around until final solution is available; (5) provide final solution to Licensee as soon as it is available.

B) Priority II Errors.

Description: Program errors, which prevent some function or process from substantially meeting the functional specification, but which have a reasonable work-around.

Autonomy Response: Autonomy shall provide a work-around to Licensee and shall exercise commercially reasonable efforts to include the fix for the error in the next software maintenance release.

C) Priority III Errors.

Description: Program errors, which prevent some portion of a function from substantially meeting functional specification but which do not seriously affect the overall performance of the function.

Autonomy Response: Autonomy may include the fix for the error in the next major release of the Product.

LICENSEE'S OBLIGATIONS RELATING TO SUPPORT SERVICES

Licensee shall provide cooperation and assistance to Autonomy in Autonomy's efforts to provide Support Services. Such cooperation and assistance include but are not limited to:

A) a reasonable and timely response to Autonomy's requirements and communications;

B) the timely transmittal and release to Autonomy of appropriate and accurate documentation and information;

C) the prompt review and analysis of the work performed by Autonomy;

D) making facilities and personnel available to assist Autonomy when and if reasonably requested.

E) providing information as Autonomy may reasonably request to provide the Support Services and ensuring that such information is accurate and complete;

F) providing access to the Licensee's premises and/or facilities as are reasonably necessary for the performance of the Support Services;

G) being responsible for ensuring that any equipment and/or hardware belonging to or furnished by Licensee is properly installed and is sufficient and suitable for its purpose and that any adjustments, which may be required, are carried out expeditiously;

H) ensuring that all relevant licenses and permissions are obtained where the provision of the Support Services necessitates Autonomy's use of third party software;

I) maintaining a reasonable number of certified Autonomy support engineers;

J) being responsible for maintaining backups of its data, or otherwise protecting its data against loss, damage or destruction before any services are performed by Autonomy;

K) Licensee shall be responsible for all Systems Administration functions, including but not limited to:

i) Database Set-up and Maintenance
ii) Operating Systems Maintenance
iii) Client Software installation, as required
iv) Maintenance of Minimum hardware and software requirements
v) Virus Scanning software installation and maintenance
vi) Software license management (physical security of Autonomy media and necessary 3rd party software media)
vii) Third party software and operating system patches and virus protection updates

REMOTE SUPPORT

Autonomy requires unrestricted remote access to Licensee's system to enable remote troubleshooting and corrective action work. Licensee shall make available for the Software execution, at the location designated in the Product Schedule, equipment and the Platform in accordance with Autonomy's environment specifications. Licensee shall provide remote access for the Software for as long as Autonomy provides Support Services for the Software. Serviceability of Licensee's Site(s) is dependent on remote access to Licensee's system and an active Licensee contact. Licensee is responsible for providing Autonomy with remote access dial-up telephone numbers and passwords or Virtual Private Networking (VPN) connectivity. Autonomy will provide remote support upon approval from Licensee on an Autonomy request or through verbal confirmation. Licensee acknowledges that Autonomy may at times access Licensee's system in order to review recent corrective actions and their impact on Licensee's system performance. If remote access is not granted, Licensee shall be invoiced in accordance with Autonomy's then-current time and materials rates; additionally, if, in Autonomy's reasonable opinion, the problem requires Autonomy to provide on-site Support Services, Licensee will reimburse Autonomy for travel and other expenses actually incurred in connection with performance of such Support Services.