



ACT Career Curriculum License Renewal Form

This quote expires: March 31, 2017

Questions or Concerns:

Contact Linette Weimer, (319) 341-2502, linette.weimer@act.org

Office use only

Date received _____

ACT Order number _____

Customer number _____

Authorized Locations	Licensed Product License #	*Renew 1-yr to 3/31/2018	*Renew 2-yr to 3/31/2019	*Renew 3-yr to 3/31/2020
Shasta County HHSA-CalWORKs Employment Services	Career Ready 101 KT-013409	04203071FE \$5,300.00	04203072FE \$8,000.00	04203073FE \$9,200.00
1400 California St Redding, CA 96001				X
Please circle the renewal option you wish to purchase.				

* Such amounts are due and payable on or before the date thirty days from the date of the invoice from ACT, together with any applicable state and local sales tax. For sales tax and payment information, refer to <http://www.act.org/orderinfo>

+REQUIRED FIELDS

+Bill to Organization Name (herein "Customer")		Shasta County Health and Human Services Agency, Business and Support Services			
+Attention	Accounts Payable		If known, fill in your ACT Customer Number		
+Address	P.O. Box 496005				
+City	Redding	+State	CA	+Zip	96049-6005
Customer PO Number (If required by Customer's policies)					
+Email	HHSAFiscal@co.shasta.ca.us		+Phone	(530) 229-8400	

Return completed and signed Agreement (all pages including terms and conditions), defined herein, and tax exempt certificate, if applicable, by email to ACTCareerCurriculum@act.org or by fax to 319.337.1578

This License Renewal Form is part of the Agreement as defined in, and hereby made subject to, the Terms and Conditions attached hereto and incorporated herein by this reference. And the Agreement is hereby agreed to by Customer as of the date below.

+Authorized
Customer
Signature

+Printed
Name

DAVID A. KEHOE

Board of Supervisors
County of Shasta
State of California

+Date

+Title CHAIRMAN

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

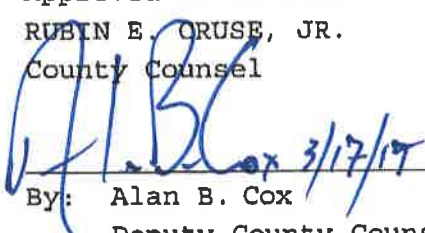
By:

Deputy

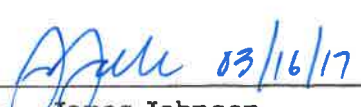
Approved as to form:

RUBIN E. CRUSE, JR.


County Counsel

 3/17/17
By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 03/16/17
By: James Johnson
Risk Management Analyst

COUNTY INFORMATION TECHNOLOGY

 Deputy Director IT
on behalf of Thomas Schreiber
By: Thomas Schreiber
Chief Information Officer

+REQUIRED

+PRIMARY CONTACT(S) *This is the person who receives the login and renewal information. If desired, a separate contact may be provided for each Authorized Location.*

License Number: _____ Primary Contact Name: Kaileen Speer

Phone Number: (530) 225 5050 Email: kspeer@co.shasta.ca.us

License Number: _____ Primary Contact Name: Kevin McFarlane

Phone Number: (530) 225 5041 Email: kmcfarlane@co.shasta.ca.us

License Number: _____ Primary Contact Name: Christopher Buhler

Phone Number: (530) 245 7605 Email: cbuhler@co.shasta.ca.us

License Number: _____ Primary Contact Name: _____

Phone Number: _____ Email: _____

License Number: _____ Primary Contact Name: _____

Phone Number: _____ Email: _____

License Number: _____ Primary Contact Name: _____

Phone Number: _____ Email: _____

Terms and Conditions – ACT Career Curriculum Products

Customer desires to purchase and ACT, Inc. ("ACT") desires to provide, a license to the products and services ("ACT Career Curriculum Products") identified as Licensed Products on the ACT Career Curriculum Order Form to which these Terms and Conditions are attached. In consideration of the foregoing, ACT and the Customer, intending to be legally bound, agree that the following Terms and Conditions govern ACT's past, current and contemplated delivery of Licensed Products:

1. **Definitions.** The following terms used herein have the meanings set forth on the ACT Career Curriculum Order Form and in these Terms and Conditions.

"Agreement" means these Terms and Conditions and the ACT Career Curriculum Order Form to which these Terms and Conditions are attached and expressly excludes any contrary terms, conditions or provisions reflected in any Customer purchase order or similar document. This Agreement supersedes any prior agreement, oral or written, between the parties with respect to the Licensed Products.

"Licensed Product(s)" means the ACT Career Curriculum Products identified as being licensed on the ACT Career Curriculum Order Form and any related manuals and materials.

"Authorized Users" means Customer-authorized students, employees or similar constituents of the Customer who are (a) attending, (b) employed at, or (c) physically utilizing a Licensed Product at, in each case in person, an Authorized Location.

"Authorized Locations" means those specific school, campus, Customer facilities or other identified training or administrative sites or locations identified as such on the ACT Career Curriculum Order Form.

2. **Term.** This agreement shall become effective on the date the customer signs the agreement. All licenses terminate at the calendar-quarter end (March 31, June 30, September 30, December 31) that follows the anniversary of the Authorized Customer Signature date. The length of the term is set forth on Page 1 of the ACT Career Curriculum Order Form. By way of example, a two-year license signed on April 25, 2014 will expire on June 30, 2016.

3. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer a non-exclusive and non-transferable right during the Term of this Agreement to use the Licensed Products for the purpose of skill remediation for, and training of, the Authorized Users at the Authorized Locations (provided that, Authorized Users also may be allowed online access to Licensed Products from locations other than Authorized Locations). The Licensed Products, including any embedded quizzes, tests and reports are in no way intended as a high-stakes assessment or as a replacement for assessments such as the WorkKeys® assessments, certifications such as the National Career Readiness Certificate, or Customer's own records used for any remuneration of Authorized Users. Each Licensed Product made available under this Agreement is licensed, not sold.

4. **Restrictions.** Except as expressly permitted herein, Customer may not (a) use the Licensed Product for any other purpose, (b) assign, license, sell, resell, distribute, loan, lease, or otherwise transfer any Licensed Product or any related materials in whole or in part, (c) authorize or allow a third party to use any Licensed Product, (d) copy, or allow anyone else to copy, in whole or in part, any Licensed Product, (e) modify, reverse engineer, decompile, or disassemble any Licensed Product, or (f) store any Licensed Product at any location other than the Authorized Location(s) (provided that, Authorized Users may be allowed online access to Licensed Products from locations other than Authorized Locations).

5. **Customer's Responsibilities.** Customer shall (a) appoint an administrator who shall have the sole authority to distribute passwords, and to set up additional accounts, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, in each case, as applicable, (c) use each Licensed Product in conformance with its related manuals as published and updated from time to time, (d) restrict access to the Licensed Products to those individuals who have a "need to know" for the authorized purpose, (e) control the use of the Licensed Products, and assure that only Authorized Users are provided access, (f) comply with all other terms and conditions of this Agreement, including, but not limited to, paying, when due, all fees owed ACT, and (g) assume full responsibility for the selection of the Licensed Products to achieve any Customer purpose.

6. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from the use of the Licensed Products, as set forth in ACT's data usage policies, as amended from time to time.

7. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT under this Agreement. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

8. Warranty and Limitations. ACT WARRANTS THAT THE LICENSED PRODUCTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Use After Termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Licensed Products and shall immediately destroy, or if requested by ACT, return, all copies of Licensed Products in its possession. Customer shall certify in writing its compliance with these requirements.

10. Maintenance. The Licensed Products are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

11. Updates and Modifications. The Licensed Products may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available to Customer as they are developed; provided however, that: (a) ACT reserves the right to charge a fee for any new functionalities available through the revised Licensed Products; and (b) to the extent that modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the revised Licensed Products within the time frame set forth in a written (including electronic) notice from ACT detailing the timeframe of such modification or update and the revised computer configuration requirements.

12. Ownership. All title and copyrights in and to all Licensed Products (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Licensed Products), the accompanying printed materials, and any copies of the Licensed Products, are owned by ACT or its suppliers. All rights not specifically granted under this Agreement are reserved by ACT. ACT owns the trademarks "KeyTrain" and "Career Ready 101." Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to any Licensed Product, any rights in patents and copyrights applicable thereto, or any right, title or interest in or to the trademarks "KeyTrain" and "Career Ready 101." Customer shall not use the trademarks KeyTrain or Career Ready 101 without the prior written consent of ACT.

13. U.S. Government Licensees. Each Licensed Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Licensed Products as are set forth herein.

14. Computer Requirements. Customer acknowledges and agrees that ACT may establish computer configuration requirements to properly access and use the Licensed Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

15. Use of Third Parties. In the event that one or more third parties is listed among the Authorized Location(s) (each a "Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of each such Third Party. The Customer represents and warrants that it has the authority to bind each such Third Party to this Agreement and that each such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of each and every Third Party.

16. Termination. Either ACT or Customer may terminate this Agreement upon written notice to the other party in the event that the other party breaches its obligations under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Notwithstanding anything in this Agreement, at law, or in equity to the contrary, other than pursuant to Customer's claim for actual damages caused by ACT's breach of this Agreement, ACT will be entitled to retain all amounts paid hereunder and will have no obligation to return to Customer any prorated portion of compensation paid hereunder regardless of any early termination and any reason therefore. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 3, 4, 5, 6, 7, 8, 11, 12, 14 and 15 of these Terms and Conditions shall survive.