

211 HSIS SUBSCRIPTION AGREEMENT

CAREFULLY READ THIS 211 HSIS SUBSCRIPTION AGREEMENT BEFORE ACCESSING OR USING THE 211 HSIS (DEFINED BELOW). TAKING ANY STEP TO ACCESS OR USE THE 211 HSIS IN ANY WAY CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AND IS A REPRESENTATION BY YOU THAT YOU HAVE THE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF YOUR ENTITY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE 211 HSIS AND YOU MUST IMMEDIATELY CEASE ACCESSING AND DELETE ANY COPIES OF THE 211 HSIS AND SO NOTIFY 211 LA OF SUCH FAILURE TO AGREE.

This 211 HSIS Subscription Agreement (“**Agreement**”) contains the terms and conditions by which Information and Referral Federation of Los Angeles, Inc., doing business as 211 of LA County, a not-for-profit corporation (“**211 LA**”), provides a subscription license to use the 211 HSIS. This Agreement is a binding legal contract between you (both the individual accessing or using the 211 HSIS and, if applicable, the legal entity on behalf of which such individual is acting) (“**Licensee**”) and 211 LA. 211 LA and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

1. Definitions

1.1. “**Confidential Information**” means any and all nonpublic information of any type and form provided by 211 LA to Licensee pursuant to or concerning this Agreement that is designated or identified as “Confidential” or “Proprietary” or similar marking or would reasonably be regarded as being of confidential nature. Confidential Information shall include without limitation, information concerning business models and strategies, network design and traffic, customers, the business, financial affairs, pricing, and requirements of the 211 LA. The term “Confidential Information” shall not include information that: (a) was in Licensee’s possession before receipt from 211 LA; (b) is independently developed by or for Licensee without reference to 211 LA’s

Confidential Information; (c) is rightfully received by Licensee from a third party without a duty of confidentiality; or (d) is or becomes available to the public through no fault of Licensee.

1.2. “**211 HSIS**” means the 211 Human Services Indexing System also known as “A Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field” that is maintained and made generally available by 211 LA for indexing health and human services information and resources, including its terms, definitions, codes and references and any and all updates, upgrades, enhancements or other modifications that may be made available by 211 LA to Licensee from time to time.

1.3. “**211 HSIS Website**” means a website hosted by 211 LA through which Licensees can access the 211 HSIS.

1.4. “**Intellectual Property Rights**” means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship worldwide, including, without limitation, copyrights and moral rights; (b) trademark, service mark and trade name rights, and similar rights; (c) trade secret rights; (d) inventions, patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature worldwide), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter made, existing or in force.

1.5. “**Licensee Database**” means a database of health and human services information and resources that is created and maintained by Licensee for Licensee (and not for any other agency, entity or person).

1.6. “**Licensee Directory**” means a printed directory or electronic read-only directory of health and human services using a Licensee Database that is created and maintained by Licensee for Licensee (and not for any other agency, entity or person). As used in this definition, “read-only” means an electronic version of a directory in which the information in such directory, including the 211 HSIS, cannot be modified or

altered in any way.

1.7. “**Subscription Order Form**” means the form(s) used by 211 LA for allowing Licensees to purchase or renew subscriptions to the 211 HSIS Website that defines the types of subscriptions available for Licensees and the level of access each type provides.

2. 211 HSIS License

2.1. Limited License. Subject to Licensee’s compliance with the terms and conditions of this Agreement (including, without limitation, Sections 2.2, 2.3, 3 and 6), 211 LA hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to:

- (a) access portions of the 211 HSIS Website designated by 211 LA for Licensees as made generally available thereon;
- (b) use the 211 HSIS, including its codes, terms, definitions and references, in the context of sharing, publishing, or otherwise making available a Licensee Database;
- (c) include 211 HSIS terms in a survey instrument prepared by Licensee as reasonably necessary to collect information from third-party organizations regarding health and human services, *provided that* such survey instrument may only include the 211 HSIS terms that Licensee has used to index health and human services information and resources in the Licensee Database;
- (d) include 211 HSIS terms as an index in a Licensee Directory distributed or otherwise made available to third parties (including over the Internet), *provided that* (i) the proceeds of any monetary or other consideration provided in connection with such distribution are provided to a non-profit, charitable organization and (ii) any such Licensee Directory may only include the 211 HSIS terms that Licensee has used to index health and human services information and resources in the Licensee Database, along with any higher level terms on the same branch that are needed to display the hierarchical structure;
- (e) include the 211 HSIS definitions in the Licensee Directory referenced in

Section 2.1(d) above, *provided that* such Licensee Directory may include only those definitions for terms that Licensee has used to index health and human services information and resources in the Licensee Database; and

(f) translate into another language the “label” for 211 HSIS terms that Licensee has used to index health and human services information and resources in the Licensee Database (the “**Label Translations**”), solely to the extent reasonably necessary for the community served by the Licensee and the Licensee Database and provided that:

(i) the Label Translations are made and used solely in the “Alternative Term Name,” “Display Name” or similar label field of the software package used by the Licensee and do not alter the 211 HSIS installation or data file itself; and

(ii) the Label Translations are only used by Licensee as part of the Licensee Database and Licensee Directory to the same extent that the original 211 HSIS terms are used.

2.2. License Restrictions. Nothing contained in this Agreement will be construed as conferring upon Licensee, by implication, operation of law or otherwise, any license or other rights except as expressly set forth in Section 2.1. Licensee shall not, and shall not allow any third party to:

(a) copy, display or otherwise use all or any portion of the 211 HSIS or Label Translations (including as part of any software application or service), except as incorporated into the Licensee’s own Licensee Database and Licensee Directory as permitted in Section 2.1;

(b) remove any proprietary notes from the 211 HSIS;

(c) transmit or otherwise distribute the 211 HSIS or any Label Translation (or any portion of the 211 HSIS or Label Translations) as a separate product, module or material to any end user or other third party, or make the 211 HSIS or any Label Translations (or any portion of the 211 HSIS or Label Translations) available to any end user or other third party as a software application or service (other than a Licensee

Directory) or as a downloadable file separate from a Licensee Directory;

(d) reverse engineer, transmit or otherwise distribute any portion of the 211 HSIS or Label Translations for commercial purposes or otherwise for profit or other monetary gain;

(e) download the 211 HSIS or use the 211 HSIS outside of the scope of Licensee's level of access as defined in the Subscription Order Form;

(f) incorporate the 211 HSIS or Label Translations (or any portion of the 211 HSIS or Label Translations) into any database or directory through which the 211 HSIS or Label Translations (or any portion of the 211 HSIS or Label Translations) can be printed, downloaded, extracted or modified;

(g) use the 211 HSIS or Label Translations in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or

(h) loan, lease, resell, sell, offer for sale, sublicense, adapt, translate (except as expressly provided in Section 2.1(f)), create derivative works of or otherwise modify or alter all or any part of the 211 HSIS.

2.3. Reservation of Rights. 211 LA reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Licensee or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the 211 HSIS. No other use by Licensee of the 211 HSIS is provided under this Agreement. Further, Licensee acknowledges and agrees that use of the 211 HSIS Website is also subject to 211 LA's 211 HSIS Website Terms of Use, as made available thereon and updated from time to time.

3. Proprietary Rights

3.1. Ownership of the 211 HSIS. As between 211 LA and Licensee, 211 LA retains and shall own all Intellectual Property Rights in and to the 211 HSIS and Label Translations (including in each instance, any derivative works or other modifications

thereof), subject only to the limited license set forth herein. Licensee does not acquire any other rights, express or implied, in the 211 HSIS. Licensee hereby assigns, and agrees to assign, to 211 LA all right, title and interest (including all Intellectual Property Rights) throughout the world that Licensee has or may have in the 211 HSIS or Label Translations (including with respect to any other modifications suggested by, or other contributions made by, Licensee), which assignment shall be deemed effective as to any future modifications or contributions immediately upon the creation thereof. Licensee further irrevocably waives any “moral rights” or other rights with respect to attribution of authorship or integrity of any modifications suggested by, or other contributions made by, Licensee under any applicable law under any legal theory. If requested by 211 LA, Licensee shall share its Label Translation work with 211 LA (including by providing an electronic file of the Label Translations).

3.2. Copyright Notice.

1. If the 211 HSIS, or any portion of the 211 HSIS (including its terms, codes, definitions or references), is utilized in a Licensee Directory that is published, transmitted, distributed or otherwise made available to third parties, by any means or medium, the Licensee shall prominently display the following notice in its Licensee Directory:

The 211 HSIS, which is the intellectual property of Information and Referral Federation of Los Angeles County, Inc., was used in the development of this directory information. For more information, please visit <https://211hsis.org/copyright>.

3.3. Access and Security.

(a) Licensee is solely responsible for providing, installing and maintaining at Licensee’s own expense all equipment, facilities and services necessary to access and use the 211 HSIS.

(b) Licensee may be issued or otherwise assigned a user identification or password (collectively, “**User Identifications**”) to access the 211 HSIS and/or 211 HSIS Website as permitted hereunder. Licensee is solely responsible for tracking all use of the

User Identifications and for ensuring the security and confidentiality of all User Identifications Licensee acknowledges that Licensee is fully responsible for all liabilities incurred through the use of any User Identification and that any download, transmission or transaction under a User Identification will be deemed to have been performed by Licensee.

(c) Licensee acknowledges, understands and agrees to the level of access made available by 211 LA to each 211 HSIS subscription offered, as set forth and listed in the Subscription Order Form attached.

(d) Licensee shall ensure that each of its employees complies with this Agreement, including, without limitation, the license restrictions in Section 2.2 and shall protect the 211 HSIS from any use that is not permitted under this Agreement. Licensee shall promptly notify 211 LA of any unauthorized copying, display, modification, transmission, distribution, or use of the 211 HSIS of which it becomes aware.

(e) 211 LA reserves the right at any time and without prior notice to Licensee to change the hours of operation of the 211 HSIS Website or to limit Licensee's access to the 211 HSIS (i) in order to perform repairs or to make updates, upgrades, enhancements or other modifications or (ii) in response to unforeseen circumstances or circumstances beyond 211 LA's reasonable control. 211 LA may add or withdraw elements of to or from the 211 HSIS and/or 211 HSIS Website from time to time in its sole discretion, although Licensee acknowledges and agrees that 211 LA has no obligation to maintain or provide any updates, upgrades, enhancements, or other modifications to the 211 HSIS or 211 HSIS Website.

3.4. Verification. 211 LA may, during the term of this Agreement and with seven (7) days prior notice, request and gain access to Licensee's premises for the limited purpose of conducting an inspection to determine and verify that Licensee is in compliance with the terms and conditions hereof. Licensee shall promptly grant such access and cooperate with 211 LA in the inspection; provided, however, the inspection shall be conducted in a manner not intended to disrupt unreasonably Licensee's business and shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose.

4. Confidential Information

(a) Acknowledgement. Licensee acknowledges and agrees that in the course of their duties under this Agreement, they may receive or have access to Confidential Information of 211 LA. Licensee acknowledges that the 211 HSIS contains Confidential Information of 211 LA's business. The terms, but not the existence, of this Agreement are Confidential Information of 211 LA's business. Licensee further acknowledges and agrees to comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Confidential Information and be responsible for the unauthorized collection, receipt, transmission, access, storage disposal, use and disclosure of the Confidential Information under its control or in its possession.

(b) Use and Non-disclosure. During the term of this Agreement and for four (4) years after the termination or expiration of this Agreement, Licensee shall not make use of 211 LA's Confidential Information for purposes other than the performance of Licensee's rights and obligations under this Agreement. Licensee shall protect 211 LA's Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. Licensee shall only disclose the Confidential Information to its employees and contractors who have a need to know such Confidential Information to perform its obligations or exercise its rights under this Agreement.

(c) Compelled Disclosure. In the event Licensee is required under applicable law or court order to disclose any of the Confidential Information, Licensee shall first give 211 LA notice of the required disclosure and cooperate with 211 LA, at 211 LA's expense, in seeking reasonable protective arrangements to limit the volume of Confidential Information to be disclosed. However, notwithstanding the foregoing, in no event shall Licensee be required to act in a manner that would violate laws, regulations, or court orders, or result in sanctions or other penalties.

(d) Protections. Licensee shall:

(i) cooperate with 211 LA and use its best efforts, without requirement to institute suit, to protect the 211 LA Materials from infringement;

(ii) promptly notify 211 LA of any act of which Licensee becomes aware that may constitute a violation or infringement of any Intellectual Property Right or other right in the 211 LA Materials, or that may otherwise constitute a violation of this Agreement or any applicable law; and

(iii) promptly notify 211 LA of any claim, allegation or notification of which Licensee becomes aware that any 211 LA Materials or the marketing thereof violates or infringes upon the Intellectual Property Rights or other rights of any third party, or otherwise violates any applicable law.

(e) Remedy. Licensee acknowledges and agrees that unauthorized disclosure, use or copying of the 211 LA Materials may cause 211 LA serious financial loss. Accordingly, in the event of any unauthorized disclosure, use or copying of the 211 LA Materials, Licensee agrees that 211 LA shall have the right to seek injunctive or other equitable relief.

5. Data Privacy

Licensee acknowledges and agrees that its use and access of the 211 HSIS is governed by 211 LA's Privacy Policy, available at <https://211hsis.org>.

6. Payment

6.1. Payment. In consideration for the subscription license granted under Section 2.1, Licensee shall pay the applicable fees as set forth in the attached Subscription Order Form and/or 211 HSIS Website. All fees are nonrefundable. Any information that you may provide in connection with obtaining the subscription (including any nonprofit and/or government agency information) may be verified and your subscription license may be placed on hold or terminated in the event of inaccuracies or discrepancies.

6.2. Taxes. In addition to all applicable fees, Licensee shall pay all sales, use, personal property and other taxes resulting from this Agreement or any activities under this Agreement, excluding taxes based on 211 LA's net income, unless Licensee furnishes proof of exemption from payment of such taxes in a form reasonably acceptable to 211 LA. Further, if Licensee is required by law to deduct or withhold any taxes, levies,

imposts, fees, assessments, deductions or charges from or in respect of any amounts payable hereunder,

(a) Licensee shall pay the relevant taxation authority the minimum amounts necessary to comply with the applicable law,

(b) Licensee shall make such payment prior to the date on which interest or penalty is attached thereto, and

(c) the amounts payable hereunder shall be increased as may be necessary so that after Licensee makes all required deductions or withholdings, 211 LA shall receive amounts equal to the amounts it would have received had no such deductions or withholdings been required.

6.3. Discounts. From time to time, and in 211 LA's sole discretion, 211 LA may offer discounts to particular organizations (such as nonprofits, government agencies and research or educational institutions). If such a discount is offered to Licensee, Licensee may be required to submit proof of nonprofit status (such as a federal EIN number) or additional information in order to receive such discounts.

6.4. Delivery. The 211 HSIS is only made available electronically from the 211 HSIS Website and, unless otherwise agreed by 211 LA in writing on a case-by-case basis, will not be delivered in any other form or via in any other method. Licensee acknowledges and understands that the 211 HSIS will not be available for download but only accessible through the 211 HSIS Website, unless Licensee purchases access via API as defined in the Subscription Order Form.

7. **Term and Termination**

7.1. Term. Licensee's rights with respect to the 211 HSIS will commence on the date full payment of license fees are received and approved by 211 LA ("**Effective Date**") and will continue for an initial period of one (1) year, at which point Licensee's rights and this Agreement shall expire. If available, Licensee may renew its subscription license via the 211 HSIS Website, which renewal will be subject to and governed by 211 LA's then-current fees and then-current terms and conditions.

7.2. Termination of Agreement. Licensee may terminate this Agreement at any time by sending an email message addressed to 211HSIS@infoline-la.org, with the subject “Subscription Cancellation.” Further, if Licensee commits any breach of any provision of this Agreement, 211 LA will have the right to terminate this Agreement (including the rights granted to Licensee under Section 2.1) by written notice, unless Licensee remedies such breach to 211 LA’s reasonable satisfaction within thirty (30) calendar days after receiving written notice from 211 LA.

7.3. Effect of Termination.

(a) Upon termination or expiration, and except as expressly provided in Section 7.3(b), the rights and license granted to Licensee hereunder shall immediately cease and Licensee will immediately cease all use of the 211 HSIS, will destroy all copies of the 211 HSIS and will promptly certify such action to 211 LA in writing. Without limitation of the foregoing, 211 LA may immediately terminate Licensee’s account and ability to access the 211 HSIS via the 211 HSIS Website upon any expiration or termination of this Agreement. Expiration or termination of this Agreement will not limit either Party from pursuing other remedies available to it, including injunctive relief.

(b) The Parties’ rights and obligations under Sections 2.2, 3, 4, 5, 6, 7.3, 8, 9 and 10 will survive expiration or termination of this Agreement. Further, unless this Agreement has been terminated by 211 LA for breach, the rights granted to Licensee under Sections 2.1(b) through (e), as well as the rights and obligations set forth in Section 2.3, shall survive and continue following any expiration or termination of this Agreement, but only with respect to the most recent version of the 211 HSIS downloaded by Licensee from the 211 HSIS Website as of the date of expiration or termination and provided that Licensee’s rights shall continue to be subject to termination by 211 LA under Section 7.2.

8. Disclaimer of Warranty and Limitation of Liability.

8.1. Disclaimer of Warranty. 211 LA does not represent that the 211 HSIS will meet any expectations or specifications of Licensee. THE 211 HSIS AND ANY OTHER INFORMATION, PRODUCTS OR SERVICES PROVIDED BY 211 LA TO LICENSEE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. 211 LA

HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

8.2. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL 211 LA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE LICENSEE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE AND (II) 211 LA'S LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE FEES RECEIVED BY 211 LA HEREUNDER. LICENSEE ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8.2 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT, AND THE ALLOCATION OF RISK HEREIN, ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH 211 LA WOULD NOT ENTER INTO THIS AGREEMENT.

9. Indemnification

Licensee shall defend 211 LA against any and all actions, demands, claims and suits (including without limitation product liability claims) (collectively, "**Claims**"), and indemnify and hold 211 LA harmless from any and all liabilities, damages and costs (including without limitation reasonable attorney's fees) to the extent arising out of: (a) Licensee's use of the 211 HSIS in any manner that is inconsistent with this Agreement; or (b) the performance, promotion, sale or distribution of the Licensee Directory with 211 HSIS integration. 211 LA will promptly notify Licensee in writing of the Claims brought against 211 LA for which it seeks indemnification or

defense. 211 LA reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. Licensee may not enter into any third-party agreement that would, in any manner whatsoever, affect the rights of 211 LA, constitute an admission of fault by 211 LA or bind 211 LA in any manner, without 211 LA's prior written consent. In the event 211 LA assumes control of the defense of such claim, 211 LA shall not settle any such Claim requiring payment from Licensee without Licensee's written approval.

10. Miscellaneous Provisions

10.1. No Assignment. Licensee may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement, or any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation by Licensee will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

10.2. Relationship Between the Parties. The Parties shall at all times be and remain independent contractors. Nothing in this Agreement creates a partnership, joint venture or agency relationship between the Parties.

10.3. Governing Law; Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Central District of California or in state court in the County of Los Angeles, California, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

10.4. Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the

remainder of this Agreement will continue in full force and effect. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

10.5. Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

10.6. Independent Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement. 211 LA and Licensee are independent contractors.

10.7. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the Parties hereto.

10.8. Export Control. Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (OFAC), or other United States or foreign agency or authority, and Licensee shall not directly or indirectly export or reexport the 211 HSIS in violation of any such restrictions, laws, or regulations. Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

10.9. Government Contracts. If Licensee is part of an agency, department, or other entity of the United States Government (Government), the use, duplication, reproduction, release, modification, disclosure or transfer of the 211 HSIS are restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The 211 HSIS are “commercial items,” “commercial computer software,” and “commercial computer software documentation.” In accordance with such provisions, any use of the 211 HSIS by the Government shall be governed solely by the terms of this Agreement.

10.10. Entire Agreement. This Agreement, along with the Terms of Use made

available on the 211 HSIS Website, constitutes the complete agreement between the Parties and supersedes any prior or contemporaneous agreements or representations, whether written or oral, concerning the subject matter of this Agreement. This Agreement may be changed by 211LA from time to time immediately upon notice to Licensee (which may be achieved by posting an updated copy of this Agreement on the 211 HSIS Website) or by written agreement of the Parties. Continued use of the Licensee portions of the 211 HSIS Website following any change constitutes acceptance of the change.

10.11. Notices. All notices, consents, and other communications between the Parties under or regarding this Agreement must be in writing (which includes email and facsimile). All communications will be deemed to have been received on the date actually received. All notices shall be sent to the address and person specified on the signature page of this Agreement (or to such other person or address as may be designated by a Party by giving written notice to the other Party pursuant to this Section 10.11).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have affixed their signatures as of the Effective Date.

**2 1 1
LA**

By: _____

Name _____
:

Title: _____

**LICENSE
E**

By: _____

Name: _____

Title: _____

Address for Notice:

Information and Referral Federation of

Los Angeles, Inc.

Box 726

San Gabriel, California 91778, USA

Address for Notice:

SUBSCRIPTION ORDER FORM: User Type and its Level of Access

Registered Account \$0

- Access to:
 - General Website Information
 - First Level 211 HSIS Access

Subscription for Non-Profits and Government Entities \$200/Year

- Access to:
 - General Website Information
 - Full 211 HSIS Access, Search and Filter
 - “How To” Library Access

Subscription for For-Profit Individuals/Companies \$500/Year

- Access to:
 - General Website Information
 - Full 211 HSIS Access, Search and Filter
 - “How To” Library Access

Subscription for Licensed Vendors/Users \$5000/Year

- Access to:
 - General Website Information
 - Full 211 HSIS Access, Search and Filter
 - “How To” Library Access
 - License to the 211 LA’s proprietary application programming interface (API) to access the full 211 HSIS