Attachment 1

AFFINITY PROGRAM AGREEMENT

This Agreement is made by and between the State Bar of California, a judicial branch public agency of the State of California located at 180 Howard Street, San Francisco, California 94105 ("State Bar"), and Augeo Affinity Marketing, LLC ("Augeo"), with its principal offices located at 2561 Territorial Road, St. Paul, Minnesota 55114.

The parties agree as follows:

Overview

The State Bar seeks to provide products and services offering advantages to State Bar members and their families and the State Bar is hiring Augeo to develop and manage a program of these products and services for the State Bar members and their families ("Affinity Program"). Augeo will engage third parties who will provide the products and services under the Affinity Program ("Providers"). Augeo will develop and put in place a highly competitive and value-added portfolio of products and services to meet the changing needs of the State Bar membership during various stages of members' careers and lives.

Augeo will guide the research and evaluation of the members' needs, help to establish value-added offerings, evaluate and select vendor-partners to supply the agreed upon products and services, and position and integrate the final offerings into a cohesive, State Bar branded member-centric Affinity Program. The Affinity Program will include, but not be limited to: platform development, ongoing customization and maintenance; vendor solicitation, integration and management; marketing and communications; data management and basic reporting; identity and branding; ongoing updates and enhancements, and operation of a call center.

Section 1. Term

This Agreement will be effective as of the date of last signature, and will continue in full force and effect for three years, unless earlier terminated in accordance with the provisions of Section 13. Following the initial three year term, the agreement will renew for successive one year terms, unless either Augeo or State Bar gives notice to the other party at least one hundred and twenty days prior to expiration of the original term or any renewal term of its intention not to renew this Agreement.

Section 2. Services

A. Augeo will perform the Services in accordance with this Agreement and with its RFP response, attached here at Attachment 1. In the case of any inconsistencies between this Agreement and the RFP response, this Agreement will take precedence. Augeo will report to staff and the Board of Governors (and any committee designated by the Board of Governors).

B. Upon execution of this Agreement, Augeo will use commercially reasonable efforts to evaluate existing Foundation of the State Bar of California ("Foundation") vendor relationships and make recommendations to the State Bar as to which Foundation vendors should become part of the Affinity Program. Augeo will assist in the transition of vendor relationships consistent with the goals and objectives of the Affinity Program from the Foundation to the State Bar.

C. Augeo will hold a planning session in San Francisco with State Bar staff and volunteers. After the planning session, a detailed scope of work ("SOW") will be created by Augeo and presented to the State Bar for its acceptance. Upon written acceptance of the SOW by the State Bar, the SOW will be incorporated into this Agreement and attached as Attachment 2. The SOW will include the following:

1. Written analysis of the objectives of the Affinity Program and how these objectives will be met, done by Augeo with assistance and input from the State Bar.

2. An overall schedule of implementation for the Affinity Program, specifying milestone deliverables and corresponding due dates for:

   a. Program design and development including website
   b. Partner evaluation, selection, negotiation and integration
   c. Program implementation/launch
   d. Ongoing program operations (call center, partner management) and management
   e. Plan and develop State Bar brand

3. Specification of goals and monitoring the achievement of these goals for the Affinity Program as determined jointly by Augeo and the State Bar, including but not limited to:

   a. Increased member satisfaction and brand recognition, measured by regular State Bar surveys on member service and benefits
   b. Increased revenue generation/penetration as measured by member participation and financial results

D. Augeo and the State Bar will define a Provider review process, where the Providers, and services and products to be offered by Providers, will be discussed. The review process will include quarterly conference calls and annual review meetings. Augeo will report to the State Bar (including but limited to any Affinity Program committee) marketing efforts and sales results of the current Affinity Program, in format to be agreed upon by the parties. Based upon Augeo's experience, the results to date, State Bar input, member feedback and other available information, Augeo will recommend that the State Bar decide to:

1. Delete current Providers;
2. Seek to add new Providers;

3. Modify a Provider's offering to better meet the needs of State Bar members and their families; or
4. Make any other changes or adjustments that enhance the Affinity Program.

For each new Provider, Augeo will develop a project plan to present to the State Bar for acceptance. When accepted, each project plan will become part of this Agreement. Each project plan will include, at a minimum:

1. Specification of the product or service to be provided to State Bar members
2. Background on the Provider providing the product or service, sufficient for the State Bar to conduct its due diligence before sponsoring the Provider
3. A market comparison of similar products or services
4. Specification of the implementation plan for the Provider, which will include a marketing/advertising plan and dates and details for integrating it into the online Affinity Program platform
5. Performance metrics for the Provider

Section 3. Website and Database

A. Augeo will provide a website that links to a customized secure database and member support application. The database will quantify the benefits delivered to program members, measure and monitor program activities, and allow reports on all program metrics and deliverables. Specifications for the website and database, including an implementation plan, will be more fully developed in the SOW. The website and database will "go live" by the date agreed upon by the parties as defined in the SOW, but in no event later than July 31, 2007, unless otherwise agreed in writing by State Bar and Augeo. The July 31, 2007 "go live" commitment date is also contingent upon:

(1) adherence to the "in-scope" project definition in the SOW, and
(2) the State Bar meeting its project deadlines as defined in the SOW
(3) review of the existing Foundation vendor relationships and agreement by the State Bar and Augeo on a realistic transition plan.

Augeo will deposit in escrow the source codes of all software and other intellectual property of Augeo that has been used in connection with the Affinity Program ("Program IP"). State Bar will become a beneficiary under the agreement between Augeo and the escrow agent upon execution of this Agreement.

B. Acceptance testing will commence in accordance with the implementation plan in the SOW. "Acceptance Testing" will mean the uninterrupted availability of the Affinity Program database and website during a period of twenty (20) business days after the go live date. The website and database must be available for data entry, processing, reporting, and operational functions that conform to the system specifications in the RFP response and the SOW. Augeo will send State Bar notice upon commencement of Acceptance Testing ("Commencement Notice"). "Uninterrupted use" means that the website is available to end-users for ninety percent of the day during the acceptance testing period. Unavailability for more than ten percent of the day for two (2) or more days will entitle the State Bar to restart the testing period. If the final testing period is restarted more than two times, the State Bar may provide written notice to Augeo that the website has failed the acceptance test. If such notice is provided, the State Bar may terminate its contract with Augeo without penalty.

C. Within five (5) business days after the successful completion of Acceptance Testing, Augeo will certify in writing to the State Bar that the platform is configured in accordance with the functional and technical requirements set forth in Augeo's RFP response and the SOW. The State Bar's Authorized Representative will indicate agreement with Augeo's certification by providing Augeo with a notice of acceptance ("Final Acceptance"). No payments, other than the initial payment due upon signing this Agreement and the payment due after Commencement Notice will be due under this Agreement until the notice of Final Acceptance has been issued.

D. After Final Acceptance the Affinity Program Website will be available to end-users for a commercially reasonable percentage (99%) of the day.

Section 4. Call Center

A. Augeo will provide a dedicated toll free line for the Affinity Program. Augeo will train its staff on the general operations of the State Bar and on specifics of the Affinity Program. Augeo will provide a team of State Bar customer service representatives, although other representatives will be available to handle call overflow. The minimum hours of operation for the call center will be 8 a.m. to 4 p.m. PST, Monday through Friday.

B. Service Levels:

The following represent the service levels* Augeo will provide from a call center standpoint:

Maximum hold time:	90 seconds
Abandoned (dropped) calls:	<5% of all calls
Maximum average speed of answer:	<30 seconds

*To be monitored on a calendar month basis

Section 5. Time of Essence

Time is of the essence with respect to Augeo's performance of the services.

Section 6. Warranties and Representations

Augeo warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry and the agreed upon service levels. Augeo will supply at all times an adequate number of well-qualified personnel to perform the work.

David Kristal or another designated Augeo executive reasonably acceptable to the State Bar will be the contact person available and authorized to remedy any non-conformity with this warranty.

Section 7. Payment

A. "Actual" means the payments received by the State Bar from existing sponsored insurance programs for the calendar year 2006. "Actual MBNA" means the payments received by the State Bar from existing sponsored insurance programs for the calendar year 2006 plus the revenue received by the Foundation from Bank of America (for the MBNA and Foundation program) in the calendar year 2006. Actual MBNA will replace Actual in paragraphs B and C below if the State Bar signs an agreement with Bank of America that includes an assignment of rights from the existing Foundation and Bank of America contract.

B. Year 1 (from effective date). State Bar will pay Augeo $175,000. Of this, State Bar will pay Augeo:

1) $50,000 within thirty (30) days of execution of this Agreement;

2) $50,000 upon Final Acceptance;

3) $75,000 paid in equal monthly payments over the remaining months of Year 1.

4) If revenue exceeds Actual, State Bar will pay Augeo an additional $75,000.

5) State Bar and Augeo will share 50/50 any revenue over Actual + $75,000.

C. Year 2 and beyond.

1) After the first year and for all future years, State Bar will pay Augeo the first $200,000 of revenue in excess of Actual. In Year 2, State Bar will pay Augeo $75,000 if revenue does not exceed Actual. In Year 3 and beyond, State Bar will pay Augeo $50,000 if revenue does not exceed Actual. These fees will be paid by the State Bar in equal installments on a quarterly basis.

2) Revenue in excess of Actual plus $200,000 generated in the second year will be shared between the State Bar and Augeo on the following basis: 65% to the State Bar and 35% to Augeo.

3) Revenue in excess of Actual plus $200,000 generated in years three and beyond will be shared between the State Bar and Augeo on the following basis: 70% to the State Bar and 30% to Augeo.

Section 8. Membership List

Subject to the limitations contained in the State Bar's Membership List Policy then in effect and the State Bar Act, Augeo also is hereby authorized to contact members of the State Bar using State Bar member mailing lists that the State Bar will provide to Augeo. Such lists will not contain the name of any individual who has requested the State Bar to exclude his or her name from such list.

Section 9. Marketing, Ownership

State Bar or its designated committee, subcommittee or employee must approve, in writing, all advertising, informational and/or promotional materials before they are distributed. Augeo may seek approval of advertising "templates" in order to expedite the approval process. Such templates will consist of "fill in the blank" formats with agreed upon data, such as names or addresses, to be used for completion. Any material intended to be a "template" will be clearly marked as "Template," with the "fill in the blank" portions clearly marked. Augeo will obtain all necessary permissions from Affinity Program vendors for use of their intellectual property in marketing, advertising or other Affinity Program materials. Printed or written material pertaining to the Affinity Program will be submitted to the State Bar for review at least thirty (30) days prior to the date such material is expected to be used unless otherwise agreed to by the State Bar with respect to a particular matter. Augeo agrees that the State Bar's name, trademarks, member lists, and Affinity Program data are and will remain the property of the State Bar. While this Agreement is in effect, State Bar will allow Augeo to use State Bar's trademarks in accordance with the licensing agreement attached here as Attachment 3. The State Bar will have the sole and exclusive ownership of all membership lists, expiration lists, marketing strategies and analysis, and any other tangible work product created by or for Augeo pertaining to the State Bar or State Bar members that is generated or created during the term of this Agreement by either the State Bar or Augeo, or transferred to Augeo during the term of this Agreement.

Section 10. Security/Data Backup

To protect State Bar data during every day use and during catastrophic events, Augeo will provide managed services at its location including, but not necessarily limited to, parts replacement in a maximum of 4 hours (but system restoration in a maximum of 24 hours from initial notification of failure or defect), user identification and password protection, provision of data storage, data security, electronic data interchange, and communication security, data backup, and disaster recovery of all data.

Section 11. Indemnity Obligations of Augeo

To the fullest extent permitted by law, Augeo will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Augeo, Augeo's employees, subcontractors, agents, representatives or assigns (collectively, the "Augeo's Agents") in the performance or non-performance of the professional services required to be performed by Augeo under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision. Augeo will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar and Augeo are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Augeo will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein Augeo defends the State Bar.

Section 12. Insurance Obligations of Augeo

Augeo will provide and keep in full force and effect during the term of this agreement, at Augeo's own cost and expense, the following insurance policies for the joint benefit of Augeo and the State Bar, with an insurer reasonably acceptable to the State Bar:

A. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars ($2,000,000.00); at least One Million Dollars ($1,000,000.00) personal and advertising injury limit; at least One Million Dollars ($1,000,000.00) premises and operations limit; at least One Million Dollars ($1,000,000.00) each occurrence limit;

B. Commercial Umbrella Liability insurance with a per occurrence limit of at least Five Million Dollars ($5,000,000) and a Annual Aggregate Limit of at least Five Million Dollars ($5,000,000)

C. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence.

D. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars ($1,000,000.00) combined single limit.

E. Professional liability insurance with a general aggregate limit of Three Million Dollars ($3,000,000) and an occurrence limit of Three Million Dollars ($3,000,000).

Augeo will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Procurement Supervisor, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional named insureds and will provide for the defense of such named insureds against claims for liability that arise out of or relate to the Affinity Program, even if any such claim is false or fraudulent. Each policy and will also state that Augeo's policy will be primary and that any insurance carried by the State Bar will be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If Augeo fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and Augeo will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by Augeo, if Augeo assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

Augeo will immediately notify the State Bar if Augeo's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If Augeo's commercial general liability insurance contains such restrictive endorsements, Augeo will have five (5) business days to remove said restrictions. If Augeo is unable to do so, the State Bar may terminate this agreement, and will be required to give Augeo no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

Section 13. Termination

A. At Will. After three (3) years from the effective date of this Agreement, the Agreement may be terminated by the State Bar, in its sole and complete discretion, upon ninety (90) days written notice to Augeo. In the event of termination pursuant to this section, Augeo's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Augeo will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

B. For Cause. Either party may terminate this Agreement at any time for cause upon thirty (30) days written notice to the other party. For purposes of this Section 13.B., "cause" will mean the failure(s) and/or breach(s) which has not been remedied within thirty (30) days of the receipt of notice of such failure(s) and/or breach(s) which (a) substantially impair or threaten to substantially impair the operations, long-term viability or competitiveness of the Affinity Program, (b) subject to a substantial risk of material liability to State Bar, customers or program sponsors, or (c) involved the failure to remit funds or other critical resources owed hereunder. . Such notice will specify, with reasonable detail, the events, actions or circumstances constituting cause for termination.

C. Termination Due To State Bar Circumstances. This Agreement may be terminated due to significant changes in funding or other circumstances for the State Bar, which make continuation of the Affinity Program impossible.

D. Automatic Termination. This agreement will automatically terminate on the occurrence of any of the following events: (1) bankruptcy or insolvency of either party; (2)

failure to comply with federal, state or local laws, regulations or requirements, or (3) expiration of the agreement.

E. Sale of Augeo. If all or substantially all of the assets of Augeo are sold to a third party, a majority of the voting securities of Augeo are sold to a third party, or Augeo is merged into another entity and the surviving entity is not majority-owned by the then-existing equity owners of Augeo, Augeo will give notice to the State Bar. The State Bar will then have the opportunity to perform due diligence for the purpose of determining whether the new entity is reasonably acceptable as the entity managing the Affinity Program under this Agreement. Such due diligence and acceptance determination will be done on a timely basis and the acceptance will not be unreasonably withheld. If the new entity is not reasonably acceptable, the "Use of Intellectual Property Following Termination" will be administered under 13.G (3), as if Augeo had chosen not to renew.

F. Effect of Termination. Upon termination or non-renewal of this Agreement, Augeo will deliver to State Bar within fourteen (14) business days all paper and electronic data relating to the Affinity Program, including but not limited to data developed by Augeo. After delivery of the paper and electronic data, Augeo will destroy and delete from its books, records, and databases all data related to the Affinity Program, except information that Augeo needs to retain in order to defend its work product or make any other filing required by any government agency or judicial body, all of which retained information will be held in confidence by Augeo. Upon State Bar's request, Augeo will certify in writing to State Bar that the data has been deleted or destroyed as required by this Agreement. Augeo's certification will detail any information that it is retaining to defend its work product.

G. Use of Intellectual Property following Termination.

(1) State Bar will have the right to receive the source code of the Program IP licensed hereunder upon Augeo (a) filing a petition for liquidation via bankruptcy or an assignment for the benefit of creditors; (b) ceasing normal business operations; or (c) failing to provide support for the Program IP for a thirty (30) day period after receipt of written notice by Augeo from State Bar.

(2) Upon termination of this Agreement for cause, State Bar will have the right to use all Program IP on a perpetual, worldwide, royalty-free, fully-paid up, non-exclusive basis. State Bar use of the Program IP is limited to their use or use by their third party service providers on the Affinity Program, and in no event may Program IP be sold, transferred, assigned or licensed to other users. This right to use the Program IP without charge will only be granted if the failure(s) and/or breach(s) that resulted in such termination (a) substantially impaired or threatened to substantially impair the operations, long-term viability or competitiveness of the Affinity Program, (b) subjected State Bar, or Affinity Program Customers to substantial risk of material liability, or (c) involved the failure to remit funds or other critical resources owed hereunder. In assessing the application of clauses (a) and (b) above, the cooperation of State Bar with Augeo in the development, management and operation of the programs operated hereunder, and whether or not State Bar has exercised good faith, will both be

considered in determining whether Augeo should be charged with a failure or breach of the type described in such clauses.

(3) If the State Bar terminates or does not renew this Agreement, State Bar will have the right to use all Program IP on a worldwide, royalty-free, fully-paid up, non-exclusive basis, provided State Bar pays Augeo an amount equal to $150,000 per year (pro-rating such amount for any partial calendar year). In the event of non-renewal by Augeo, State Bar will have the right to use all Program IP on a worldwide, royalty-free, fully-paid up, non-exclusive basis, provided State Bar pays Augeo an amount equal to $100,000 per year (pro-rating such amount for any partial calendar year). State Bar will pay Augeo for reasonable out-of-pocket expenses. The rights of State Bar hereunder will be perpetual so long as such required payments are made. State Bar use of the Program IP is limited to their use or use by their third party service providers on the Affinity Program, and in no event may Program IP be sold, transferred, assigned or licensed to other users.

(4) The use of Program IP in the situations described in (1), (2) or (3) above do not include the provision for any transitional or ongoing support by Augeo. If State Bar requires such assistance, it is to be administered by Augeo as described in Section 13.G below. Augeo will provide the source code and any other information needed to use and maintain the Program IP.

H. <u>Transitional or Ongoing Support</u>.

(1) Upon notice of termination, Augeo will use its best effort to transition the Affinity Program to the State Bar or other third party designated by the State Bar.

(2) If the State Bar continues to use Program IP, Augeo also will assist in the transition at a consulting rate of $125/hour for all transition hours of Augeo exceeding 40 hours directed by the State Bar, as follows:

a. <u>Instruction and System Documentation</u>. Augeo will install instructions and system documentation to familiarize technical support staff with Program IP. Instructions and system documentation includes, but is not limited to, network diagrams, system configuration diagrams, database configuration diagrams, and security schemas and diagrams.

b. <u>Transition Support</u>. Augeo will provide telephone and on-site support (as needed) for six (6) months to assist with transition issues related to the installation.

c. <u>Ongoing Support of the System</u>. Augeo will develop training curriculum and materials and conduct training classes of the State Bar's IT staff to facilitate State Bar's assumption of Program IP.

d. <u>Limitations on Use</u>. State Bar use of the Program IP is limited to their use or use by their third party service providers on the Affinity Program, and in no event may Program IP be sold, transferred, assigned or licensed to other users.

Section 14. Confidentiality and Publicity

Augeo will retain all information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees or approved subcontractors requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. Augeo will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

State Bar will retain the following confidential information provided by the Augeo in the strictest confidence and will neither use it nor disclose it to anyone other than employees or approved subcontractors requiring the information to perform services under this agreement without the prior written consent of Augeo. Augeo retains the right to enjoin any unauthorized disclosure in an appropriate court of law.

1. All application, operating system, database, communications and other computer software, whether now or hereafter existing, and all modifications, enhancements, and versions thereof and all options with respect thereto, and all future products developed or derived therefrom;

2. All source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, and methodologies used in the design, development and implementation of software products;

3. Research and development plans and results, including without limitation specialized know-how, technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, or models, relating to 1 or 2 above.

Section 15. Compliance with Laws

Augeo agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the advertising laws, privacy laws, unfair business practices laws, the Americans with Disabilities Act, and the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Augeo agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

Section 16. Assignment/Subcontracting

A. Assignment. Augeo will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may not be unreasonably withheld.

B. Subcontracting. Augeo may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar such approval may not be unreasonably withheld. Augeo will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between Augeo and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless Augeo provides a written guarantee that Augeo's firm will be remain contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

Section 17. General Provisions

A. Governing Law. This Agreement is deemed to have been made and entered into by the parties at San Francisco, California, and will be construed according to the laws of the State of California without giving effect to its principles of conflict of laws. Any litigation arising out of this Agreement will be filed in the appropriate court in San Francisco, California.

B. Attorneys' Fees. In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit will be entitled to collect or enforce the judgment. This provision is separate and several and will survive the merger of the agreement into any judgment.

C. Audit. Augeo agrees that the State Bar or its designee will have the right to review and copy any records and or other documentation pertaining to the performance of this Agreement. Augeo agrees to maintain financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Augeo agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Augeo agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement. If the records are maintained electronically, State Bar will be provided with electronic copies of records. State Bar may, at its expense, elect to include Augeo in State Bar’s Data Systems Security Assessment.

D. License. In those instances where required, Augeo represents and warrants that Augeo holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and will keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while Augeo is performing the services pursuant to the Agreement.

E. Conflicts of Interest and Disclosure. Augeo agrees that it and its employees will not participate in any procurement of goods or services for the State Bar members if the employee's partner, family, or Augeo has a financial interest in the outcome of the procurement other than the revenue share described in Section 7 - Payment. Augeo and Augeo's employees will also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with the Affinity Program or the services provided to the State Bar; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the State Bar or this Agreement. Augeo will provide the State Bar with complete information on all forms and amounts of compensation or other financial incentives or consideration that will directly or indirectly flow to Augeo and any of its affiliates or agents in connection with the Affinity Program. Upon request, Augeo will provide to the State Bar a complete copy of contract(s) with the proposed and existing Affinity Program vendors, redacting only those proprietary provisions. Augeo will also promptly provide to the State Bar copies of any and all side agreements, contract modifications and information relating to any changes in compensation and/or other consideration during the term of this Agreement.

F. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, which may exist between the parties, and contains all of the covenants and agreements between the parties as of the effective date of this Agreement.

G. Waiver. No term or provision herein will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

H. Titles. The titles used herein are not a part of this Agreement and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this Agreement.

I. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Changes. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the parties hereto.

K. Notice. Any notices required will be in writing and will be sent by personal delivery or first class mail to the other party, addressed to the Chief Executive Officer or Executive Director at the party's principal office listed on page 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day and year written below.

THE STATE BAR OF CALIFORNIA	AUGEOAFFINITYMARKETING, LLC
By: ____________________________	By: ____________________________
Judy Johnson	David Kristal
Executive Director	President
Date: ___________________________	Date: ___________________________

Attachment 1, RFP Response
Attachment 2, Scope of Work
Attachment 3, Trademark License of State Bar's Trademarks