MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND AURIGO SOFTWARE TECHNOLOGIES, INC.

Contents

1. RECITALS 3
2. DEFINITIONS 3
3. SCOPE OF THIS AGREEMENT 6
4. SOFTWARE AND SERVICES 6
5. TERM OF AGREEMENT 7
6. ACCEPTANCE TESTING. 9
7. PRICE AND PAYMENT. 10
8. SUPPORT SERVICES. 10
9. CONFIDENTIALITY AND PUBLIC DISCLOSURE. 10
10. REPRODUCTION OF DOCUMENTATION AND OBJECT CODE 11
11. WARRANTY PROVISIONS. 11
12. INDEMNIFICATION 13
13. INSURANCE. 15
14. OBLIGATIONS THAT SURVIVE TERMINATION. 16
15. AMENDMENTS. 16
16. ASSIGNMENT AND TRANSFER. 16
17. INDEPENDENT CONTRACTOR. 16
18. ACCEPTANCE AND REMOVAL OF CONTRACTOR PERSONNEL AND SUBCONTRACTORS. 17
19. COMPLIANCE WITH LAWS 17
20. NON-DISCRIMINATION. 17
21. SECURITY, ACCESS, AND SAFETY REQUIREMENTS. 18
22. GOVERNING LAW AND VENUE. 18
23. APPLICABILITY OF UNIFORM COMMERCIAL CODE. 18
24. NO WAIVER. 18
25. FORCE MAJEURE 18
26. DISASTER RECOVERY/ BUSINESS CONTINUITY. 19
27. COVENANT OF GOOD FAITH. 19
28. TIME IS OF THE ESSENCE. 19
29. THIRD PARTY BENEFICIARIES. 20
30. NO CONSTRUCTION AGAINST DRAFTER. 20
31. NOTICES. 20
32. ACCESS TO BOOKS AND RECORDS 21
33. SOURCE CODE ESCROW [INTENTIONALLY DELETED]. 21
34. SEVERABILITY. 21
35. INCORPORATION OF EXHIBITS. 21
36. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. 21

MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND AURIGO SOFTWARE TECHNOLOGIES, INC.

THIS SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT is made this 30th day of May, 2018, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and Aurigo Software Technologies, Inc., incorporated under the laws of the State of Texas., (the "Contractor").

1. Recitals

Whereas,

A. The County advertised the need for a Contract Construction Management Solution via RFP 22-16SB, in December 2016. Aurigo Software Technologies, Inc. was selected by the RFP evaluation committee as the highest ranking proposer, offering the best suited software solution.

B. The Contractor has developed and owns certain proprietary software for use in Contract and Construction Management. The County desires to obtain a subscription license to use such software and have the Contractor develop certain modifications and enhancements for the County and provide ongoing subscription, support and maintenance services. The Contractor desires to license such software to the County and perform the services on the terms and conditions set forth herein.

Now therefore, in consideration for the mutual covenants and agreements herein, the parties agree as follows:

2. Definitions

A. Acceptance of the System shall occur only when: (a) the Contractor has provided to the County all Deliverables required to be provided to the County and described in Exhibit C; (b) the Contractor provides to the applicable County Project Manager a written notice stating that all Material Defects have been corrected; and (c) the County notifies the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the Software Acceptance Plan and the terms of this Agreement. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

B. Agreement means this Master Software Subscription and Services Agreement including all of it exhibits, A, B, C and D

C. Critical Defect means any Defect that (1) severely impacts the County's ability to use the Software or the System or the Contractor's ability to provide Services, or (2) has a significant financial impact on the County.

D. **Data** means any information created or provided under this Agreement.

E. **Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

F. **Deliverable** means the Software, Documentation, and Services to be delivered under this Agreement.

G. **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications and Software Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.

H. **Effective Date** means the date the Agreement is countersigned by the County.

I. **Error** means an unanticipated Software or SaaS problem resulting in program behavior not following the Software's logical design and/or the Agreement.

J. **Final Acceptance** means the point when Snohomish County acknowledges that the Contractor has performed the entire Work in accordance with the Agreement.

K. **Functional Specifications** shall mean those specifications to which the Software and the System shall conform as set forth Exhibit A.

L. **License(s)** shall mean any license or licenses granted by the Contractor to the County under this Agreement.

M. Material Defect means Critical Defect and/or Medium Defects.

N. Medium Defect means any Defect that adversely affects the County's ability to use the Software or the System or the Contractor's ability to provide services, even if an alternative temporary solution or workaround acceptable to County may be accomplished.

O. **Object Code** shall mean the binary machine-readable version of the Software.

P. **Performance Standards** means, collectively the warranties and performance standards set forth in Section 11 and Appendix 2 to Exhibit A, Aurigo Masterworks Online Service Level Agreement.

Q. **Provide** means to furnish without additional charge.

R. **Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, and

any other professional or other services that may be provided by the Contractor to the County under this Agreement.

S. **Service Level Standards** means the service level standards set forth in Section 11 and Appendix 2 to Exhibit A

T. Site shall mean the County's facilities in Snohomish County, Washington.

U. Software means the aggregate of the Standard Software and the Custom Software: all upgrades, maintenance releases, bug fixes or patches, and other modifications or additional provided under this Agreement.

V. **Subscription Fee.** means the annual fee Customer is required to pay for the Subscription to the Service and Client Software. Customer is required to pay the Subscription Fee in advance

W. .Software [or System] Acceptance Plan shall mean that plan set forth in Exhibit C.

X. Software as a Service ("SaaS") means software hosted by the Contractor, and made available for use as a subscription service through the internet.

Y. "Source Code" means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

Z. Standard Software means those Deliverables that are classified, in Appendix 2 to Exhibit A as Standard Software, as well as the documentation furnished therewith by the Contractor or its subcontractors in the normal course of business; an exhaustive list of the Standard Software is set forth in Exhibit A.

AA. Update means all published revisions to the Documentation and copies of the new release of the Software, which are not designated by the Contractor as new products.

BB. Virus means software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

CC. Warranty Period means the period commencing upon Acceptance and continuing for One (1) year.

DD. Work means everything to be Provided and done for the fulfillment of the Agreement and shall include all Software, SaaS, Hardware and Services specified under this Agreement, including Agreement Amendments and settlements.

3. Scope of This Agreement

A. Scope. This agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Software and other Deliverables.

B. **Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Subscription Support and Maintenance Services.

4. Software and Services

A. Software as a service ("SaaS") Access and Subscription. Subject to the terms and conditions set forth in this Agreement, including payment of the SaaS subscription fees by County to Contractor, Contractor hereby grants to County a non-exclusive, non-transferable right to access and use Aurigo Masterworks software as described in Exhibit A, Section 2. License Grant, and Exhibit A, Appendix 1 during the term of this Agreement.

B. Enhancements, Upgrades, Replacements and New Versions of SaaS.

1. **The Contractor agrees to provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements that the Contractor initiates or generates that are within the scope of the products covered under the Statement of Work and the SaaS service and that are made available at no charge to other Contractor customers. Snohomish County will be required, at no additional cost, to upgrade to a current release of the MasterWorks software service before the date when the previous release is no longer supported.** During the term of this Agreement, the Contractor shall notify the County of the availability of newer versions of the SaaS and within thirty (30) days provide the County with this new version. The Contractor shall provide any updated documentation in the form of new revision manuals or changed pages to current manuals consistent with the original documentation supplied and reflecting the changes included in the new version of the SaaS as they are made available. The Contractor shall also provide installation instructions, procedures and any installation program required by the enhancement, upgrade, replacement or new versions of the SaaS.,

Integration and training services are not included as part of the scope of free upgrades.

2. During the Agreement term, the Contractor shall not delete a feature or functionality in its SaaS to the County unless the Contractor provides sixty (60) days advance notice and the County provides written consent to the deleted feature or functionality.

C. **Reverse Engineering.** Except as expressly provided in this Agreement, the County shall not translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software.

D. **Service Level Standards.** The Contractor shall provide the Software and Services according to the performance criteria and Service Level Standards set forth in Appendix 2 to Exhibit A.

E. Service Level Credits. In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor service level credits ("Service Level Credits"), which shall be according to the terms set forth in Exhibit A. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

5. Term of Agreement

A. Term of Agreement. The initial term of the Agreement shall commence upon execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County for one (1) additional one (1) year option term by providing written notice subject to termination as provided in this Agreement. The subscription term for year one shall commence upon availability of the software as described in Exhibit D, D-2 Payment Milestones Phase 2, No. 1, Subscription payments for years two through five (2-5) shall become due on the subscription anniversary date.

1. .

2. The maximum term for this Agreement, consisting of the initial term and all option term(s), is six (6) years from Acceptance unless extended by written agreement signed by all parties.

B. Ordering Additional Named User Subscription Licenses County shall place orders for additional user subscription licenses with a purchase order. Additional users over the 35 named users on the initial subscription must be purchased prior to users beginning use of the software system. New subscriptions purchased during the course of any subscription term will expire at the end of that term, and the cost for the subscription pro-rated to the portion of the subscription year the license is in use. Annual subscription payments are due prior to the beginning of the subscription year. Payments are non-refundable unless expressly stated otherwise. In the case of overpayment, the overpaid amount, as agreed by both parties, shall be refunded to the County.

C. Termination.

1. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if the Contractor has not cured following a thirty (30) day written notice to the Contractor sent certified mail, return receipt requested. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. The Contractor shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set forth in the Agreement less any extra cost or direct damages to the County caused by or arising from such default(s), which shall be deducted from any money due or coming due to the Contractor. The termination of this Agreement for default shall in no way relieve the Contractor from any of its obligations under this Agreement. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.

2. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof the partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to determine reasonableness and compliance with the Agreement, applicable laws and regulations.

3. **Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable, and provides a Notice of Termination within 14 days after the end of the fiscal period.

4. **Termination by Contractor** Contractor may cancel or suspend County's use of the Service or a portion thereof at any time if County violates the terms of this Agreement, if Contractor believes that County's use of the Service represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or if Contractor is otherwise required by law to do so. Upon notification by Contractor of

any such cancellation or suspension, County's right to use the Service will stop immediately. Cancellation or suspension of the service for County's violation of the terms of this Agreement will not change the County's obligation to pay any subscription fees due for the applicable term. The Contractor may cancel for convenience upon a three (3) month prior notification to County. Upon Contractor cancellation for convenience subscription fees due for the remainder of the subscription term shall be refunded to the County on a pro-rated basis.

5.

6. **Effect of Termination.** Upon termination or cancellation of the Service by either party for any reason, Contractor may delete the County's content permanently from its servers. Notwithstanding the foregoing, Contractor shall keep the County's content for a period of 90 days before it is deleted from Contractor's servers. Aurigo will provide access to the data for the County for that 90 day period. County is solely responsible for taking the necessary steps to back up its content and ensure that it maintains its primary means of business. Other than listed in this section, the termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

6. Acceptance Testing.

A. Within five (5) business days of the Contractor providing notice to the County that the final software has been made available and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to the Software Acceptance Plan.

B. The acceptance testing shall include twenty (20) business days of continuous operation of the Software without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in a fully implemented production environment as per Exhibit C Statement of Work.

C. If the County Accepts the work, the County will send a notice of Acceptance to the Contractor.

D. If the County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

E. The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make correction or replacements within a mutually agreed upon time with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance testing period.

F. Another ten (10) day successful operation period shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if mutually agreed to by the parties.

G. If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a notice of Acceptance to the Contractor.

H. If the Contractor does not correct or replace the unacceptable aspects of the Software, the County may declare a breach of the Agreement.

7. Price and Payment.

A. The County shall pay the Contractor One Hundred Eighty Six Thousand, Three Hundred Twenty Five Dollars ($186,325.00) plus applicable sales tax, for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit D. Annual recurring charges for Subscription Support and Maintenance Services in years **two through five shall not exceed Forty Five Thousand Three Hundred Twenty Five Dollars ($45,325.00) per year or a total of One Hundred Eighty One Thousand Three Hundred Dollars ($181,300.00) plus applicable sales tax. Annual fee increase for optional year six (6) shall not exceed ten (10) percent.** Where the Contractor requires payments by Snohomish County, payment shall be based upon the billing milestones defined in Exhibit D.

B. The County shall, upon receipt of appropriate documentation, compensate the Contractor for the Contractor's service pursuant to the fee schedule set forth in Exhibit D. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A and Exhibit C.

C. **Dispute**. Should the County dispute any of the charges on its invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. The County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

8. Support Services.

A. Training Services. See Exhibit C

B. Installation services See Exhibit C

C. Hardware and Software Support and Maintenance Services. See Exhibit A

9. Confidentiality and Public Disclosure.

A. Confidential Data. The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to Washington State RCW Chapter 42.56 (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to the

Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

B. Public Disclosure. In the event that the County receives a request pursuant to the Public Records Act to disclose the Contractor's proprietary software, software documentation, or other information identified by the Contractor in writing as confidential, the County's sole obligations shall be to: (1) notify the Contractor and (2) refrain from disclosing such records for a period of up to ten business days to allow the Contractor an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The county will not withhold requested records beyond the ten business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. The County may but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that the Contractor initiates legal proceedings, or the County initiates legal proceedings or withholds requested records at the Contractor's request, the Contractor shall indemnify and hold the County harmless against all proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or expense relating to the disclosure of requested records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith.

C. Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

10. Reproduction of Documentation and Object Code

A. Documentation. The County shall have the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by the Contractor pursuant to this Agreement regardless of whether such Documentation is copyrighted by the Contractor. All Copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. Contractor shall furnish at no additional charge to the County, one (1) electronic copy of the documentation sufficient to enable the County to operate the Software. All documentation shall be in the English Language.

11. Warranty Provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

A. General Warranties. Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional

Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials.

B. Software. The Contractor represents and warrants to the County that the Software shall function without Defect in accordance with the applicable specifications, Performance Standards, and Documentation.

C. Software Performance. Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Appendix 2 to Exhibit A, including the maximum response times and availability. The contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the performance warranties set forth in this Section by providing all additional software, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure, the County and Aurigo shall work together to resolve the issue in accordance with the terms and conditions as described in Exhibit A, Appendix 2. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of Default shall be deemed to have occurred.

D. Services. The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature. Provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise mutually agreed by the parties.

E. Documentation. The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the software. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when It provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software. The warranty and commitments contained in this Section shall remain in full force and effect for as long as the County continues to receive Support and Maintenance Services from the Contractor.

F. Contractor. Warrants that the Software will be compatible with the County's technical environment, including hardware, operating system(s), software application(s), CPU's, and networks specified by the County in RFP 22-16SB.

G. Software Obsolescence. The Contractor acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new software prior to the end of the contract term and allowable extensions. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and

functionality, in addition to ordinary course defect corrections), as long as the County continues to receive Subscription Maintenance and Support Services from the Contractor.

H. Latest Versions. Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

I. Virus Warranty. The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above.

J. Intellectual Property. The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

K. Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

12. Indemnification.

A. **General Indemnification.** The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or

omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

B. Patent and Other Proprietary Rights Indemnification.

1. **Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.

2. **Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County Specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

3.

13. Insurance.

A. Limitation. Contractor's maintenance of insurance as required by this Agreement shall be construed to limit the liability of the Contractor to the coverage provided by insurance and to limit the County's recourse to any remedy indemnification and payment to the County under the terms of the insurance policy set forth below.

B. Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance

1. **Commercial General Liability Insurance** with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

2. **Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

3. **Professional Technical Liability** insurance appropriate to the Contractor's profession with limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

C. Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.

2. The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute with it. The County

reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

14. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections 7 (Price and Payment), 9 (Confidentiality and Public Disclosure), 12 (Indemnification), 16 (Assignment and Transfer), 17 (Independent Contractor), 19 (Compliance with Laws), 22 (Governing Law and Venue), 23 (Applicability of Uniform Commercial Code), 24 (No Waiver), 27 (Covenant of Good Faith), 29 (Third Party Beneficiaries), 30 (No Construction Against Drafter), and 32 (Records) of this Agreement survive the cancellation, termination, or expiration of this Agreement.

15. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

16. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. In the event that Contractor assigns, or otherwise transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen (18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

17. **Independent Contractor.**

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services

by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

18. Acceptance and Removal of Contractor Personnel and Subcontractors.

The County may request removal of any Contractor personnel, representative, agents or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request, if the contractor is found to be in breach of the contract owing to the specified personnel. In such event, Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion, but which will not be unreasonably withheld. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

19. Compliance with Laws.

The Contractor each shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

20. Non-Discrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter .2460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an

investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

Federal Non-Discrimination. The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

21. Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises

22. Governing Law and Venue.

The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

23. Applicability of Uniform Commercial Code.

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

24. No Waiver.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

25. **Force Majeure.**

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war,

embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

26. **Disaster Recovery/ Business Continuity.**

Contractor represents and warrants to the County that the Contractor has a disaster and recovery plan ("Disaster and Recovery Plan") in order to perform its obligations under this Agreement in the event of a disaster affecting: (1) Contractor's Host Site. The Contractor further represents and warrants to the County that the plan includes the following:

1. **County Hot Site.** The Contractor will provide the County with the software and related materials for the County to run an independent disaster recovery facility. The Contractor also shall test concurrently, on at least an annual basis, the "Hot Site" arrangements of the County or, alternatively, the Contractor shall provide the disaster recovery services using its own Hot Site.

2. **Costs.** Costs for implementing the Disaster and Recovery Plan shall be limited to actual incurred services costs related to tape generation, tape media charges, shipping and other services authorized by the County at the rates disclosed in Exhibit D.

3. **Business Continuity** In the event that Contractor's infrastructure or data becomes lost, damaged or destroyed, Contractor shall immediately, and not longer than one (1) business day, implement the Contractor's Business Continuity and Disaster Recovery Plan ("Plan"), as set forth in Exhibit B, in order to continue to provide the SaaS.

27. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

28. **Time is of the Essence.**

The parties acknowledge that the performance by the Contractor and the County of their obligations hereunder is to be performed on a "time is of the essence" basis. This expression is understood to mean that the Contractor and the County are to deliver their respective Deliverables no later than the delivery dates therefore and that any delay in connection therewith will cause the other party damage; it is for this reason that the parties have agreed, pursuant to Section 4F, that liquidated damages will be imposed if delays are experienced.

29. **Third Party Beneficiaries.**

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

30. **No Construction against Drafter.**

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

31. **Notices.**

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Notices should be sent to Aurigo:	**Copies should be sent to:**
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 170, Austin, TX 78759

Notices should be sent to the County:	**Copies should be sent to:**
Snohomish County Department of Information Technology 3000 Rockefeller MS 709 Everett, WA 98201 **Dis.notices@snoco.org**	Technology Manager Snohomish County Public Works Administration 3000 Rockefeller MS 509 Everett WA 98201

32. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

33. Source Code Escrow [intentionally deleted].

34. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision., If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

35. Incorporation of Exhibits.

Exhibits A, Aurigo Masterworks Enterprise Software Subscription Agreement, Exhibit B, Aurigo Continuity & Disaster Recovery Plan Summary, Exhibit C, Statement of Work, and Exhibit D, Payment Schedule, referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

36. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitutes the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Master Document and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Master Document
2. Exhibit A, Exhibit C, Exhibit D, Exhibit B

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

SNOHOMISH COUNTY:

5/30/18 for

County Executive Date

KEN KLEIN
Executive Director

Approved as to insurance and indemnification provisions:

Diane Baer 5/1/18

Risk Management Date

Recommended for Approval:

4/20/18

Information Technology Director Date

Approved as to form only:

Rebecca Wandling 4/23/208

Deputy Prosecuting Attorney Date

CONTRACTOR

Balaji Sreenivasan 04/25/2018

Balaji Sreenivasan Date
Chief Executive Officer

COUNCIL USE ONLY
Approved: 5-30-18
Docfile: D-2

EXHIBIT A
AURIGO MASTERWORKS ENTERPRISE SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

These Terms of Service are Exhibit A to the Master Software Subscription and Services Agreement (the "Agreement") between Aurigo Software Technologies Inc. ("Aurigo") and Snohomish County, a political subdivision of the State of Washington (the "County"). This Agreement consists of the terms and conditions, the Service Level Agreements ("SLAs") applicable to the Service, and the pricing and payment terms related to the Service. The Service also may contain other posted notices or codes of conduct, which are incorporated by reference into this Exhibit A to the Agreement.

Please read this Agreement, and its Appendices (1 and 2) carefully. COUNTY AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICE.

1. DEFINITIONS

"Add-on Service" means additional functionality or services that may be ordered by Users of the Service for an additional subscription fee or charge.

"Agreement" means the Master Software and Services Agreement including this Exhibit A, Exhibit B, Exhibit C and Exhibit D.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"CPGL" means Core Product Go Live. It is the date that the base functionality of the Masterworks Commercially Off the Shelf platform and the licensed module(s) are / is made available to County. This is different from Solution Go-live date, when the entire solution will be hosted in a production environment.

"Client Software" means any software provided to County related to the Service.

"Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, County, its Users and associated account Users through their use of the Service.

"County" means the entity that has entered into the "Agreement."

"Go-Live" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

"Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America` and includes Moral Rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"License" means the rights granted by Aurigo to County to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for County's internal business purposes.

"Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

"Work Order" also referred to as "Order" means an order for Services.

"Service" means Aurigo Masterworks Online services (including pre-release services and Add-on Services) and software, including any updates, upgrades, support, and content (e.g., audio and visual information, documents) contained or made available to County by Aurigo in the course of using the Service.

"SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services.

"Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

"Users" means individuals within County's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by County.

"User licenses" refers to the named user license subscriptions that County has purchased under its Subscription for Services.

"Work Product" means any item (tangible and intangible) which is created or produced as a result of the performance of any Professional Services by Aurigo. For the sake of clarity Work product does not include any items that are considered to be derivative work of intellectual property, owned by Aurigo, including configuration of existing code. For derivative work of intellectual property owned by Aurigo. County will retain licensing rights to use derivative work within the terms of this SSA.

"Software" means the computer programs described in Appendix 1 (Description of Software Subscription Services) and if applicable, any other computer programs to be provided by Aurigo pursuant to the Agreement, and includes any updates, modifications, releases or enhancements to such computer programs provided by Aurigo

"Specifications" means the specifications and features of the Software Subscription Services described in Appendix 1 (Description of Software Subscription Services).

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

2.1 General. Aurigo grants County a License to the Services ordered by County, subject to County's obligation to pay and any rights and limitations described in the Master Agreement between Aurigo and the County. This License is non-exclusive, non-perpetual, and is not transferable. The ability to use Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted.

2.2 Ownership. Each party shall retain ownership of its Intellectual Property and Derivative Work produced on its own Intellectual Property. All Work Product provided to the County under this Agreement that is not based on the Intellectual Property of Aurigo (including its Derivative Work) is assigned to the County upon acceptance of each

Deliverable by the County.

2.3 Client Software. County may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Aurigo Masterworks online service) to access and use the Service. County may make copies of the Client Software solely to support the Service for its Users. Copies must be true and complete copies (including copyright and trademark notices) and be made from an Aurigo approved media or a network source. County agrees to use reasonable efforts to make its employees, agents and other individuals that it allows to use the Client Software aware that it is licensed from Aurigo and subject to the terms of the Master Agreement between Aurigo and County. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and County agrees to abide by all such additional rights and restrictions.

2.4 Authorized Users. Only those individuals who County designates as authorized Users may use and access the Service. Only Users who have administrator privileges may add additional authorized Users to the Service up to and including the total number of User Licenses purchased during the Subscription period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Service. However, a User who has administrator privileges may delete an authorized User from the Service and add a new authorized User to the Service to replace the former authorized User.

2.5 External Users. County does not need to purchase additional Users accounts for external users who access the benefits of Service (such as reports) without using any of the software. "External users" means users that are not County, or its employees, Affiliates, contractors or agents.

2.6 .

3. USE RIGHTS AND LIMITATIONS

3.1 SLAs. Aurigo will comply with the SLA in place relating to the Services, attached herein as Exhibit A, Appendix 2, and incorporated by this reference.

3.2 County's Use. In using the Service

County agrees to:

- comply with all laws;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

County agrees to not:

- use the Service in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors (collectively, the "Aurigo parties"), or any customer of an Aurigo party or the Service or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service; resell or redistribute the Service, or any part of the Service, unless County has a contract with Aurigo that permits it to do so;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Service for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology, or system used by Aurigo in connection with providing the Service, except and only to the extent that applicable law expressly permits County to do so despite this limitation;
- create Internet "links" to the Service or "frame" or "mirror" any content of the Service to give the impression that County is offering all of the functionality of the Service as its service located on its own servers;

- build a product or service using similar ideas, features, functions or graphics of the Service;

- copy any ideas, features, functions or graphics of the Service.

3.3 Third Party Services. Aurigo may make services from third parties available to County through the Service. These third party services are the responsibility of the third party, not Aurigo. The third party service providers may require County to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between County and the third party. Any third party's use of Information County provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Aurigo encourages County to review the privacy statement of these third party providers. Aurigo is not responsible for the privacy statements or privacy practices of these third party providers or their suppliers. The County reserves the right to review and approve any third party services offered and accept or reject third party terms and conditions on a case by case basis.

3.4 Third Party Software. County is solely responsible for any third party software County installs in or uses with the Services. Aurigo is not a party to and is not bound by any terms governing County's use of the third party software, County acknowledges that it will direct and control the installation in and use of such software with the Service.

Aurigo will not run or make any copies of third party software licensed by the County except to support County's use of the Service. County may not install or use the third party software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any third party software. Aurigo does not make any representation or guaranty that any third party software will operate successfully with the Service or continue performing after an update, upgrade, services patch, and support fix or platform migration has been made to the Service.

4. COUNTY CONTENT

4.1 Content. County, its Users and associated account Users may be able to post or store Content to third party or Aurigo websites made available through the Service. County may be able to post or provide materials (including feedback) that are part of the Service in a publicly accessible area that allows County to communicate with others. If so, the terms of use associated with those websites where public access is made available for County to share Content, as applicable, apply to County's use of them. County acknowledges that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks' technical requirements, or conform to the limitations of the Service.

4.2 Links to third-party Web sites. The Service may contain links to third-party websites. These third-party websites are not under Aurigo's control. If Aurigo has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by Aurigo of any third-party website, service or product. Aurigo reserves the right to disable links to any third-party website that County posts on the Service.

4.3 Aurigo will not own any Content. Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, County is solely responsible for maintaining and backing up any Content that it uses with the Service. County, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that County uses with the Service.

5. VERIFYING SUBSCRIPTION COMPLIANCE

During the Term of any Subscription and for three years thereafter, County must keep all usual and proper records relating to the Subscription(s) and County's use of the Services and/or Client Software under this Agreement. Aurigo may request that County conduct an internal audit of all Services in use throughout County's organization, comparing the number of subscriptions in use to the number of subscriptions issued to and/or paid for by County. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, County must promptly order sufficient subscriptions to cover its past and present use. If material for unlicensed use is found, County must acquire the necessary additional subscriptions at the contracted subscription cost within 30 days.

6. MISCELLANEOUS

6.1 U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. County must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

6.2 Natural disaster. In the event of a natural disaster, Aurigo may post information or provide additional assistance or rights on http://www.aurigo.com.

Appendix 1 to Exhibit A- Description of Software Subscription Services

Product Name	Aurigo Masterworks Software Subscription Service
Product Version	10.0
Modules Included	Contract Management Mobile Field Inspection Masterworks Platform
Type of License	Named user Subscriptions

# of Users	35 named users
Organization(s)	Snohomish County Public Works Department

Appendix 2 to Exhibit A- Aurigo Masterworks Online Service Level Agreement ("SLA")

Aurigo provides this SLA subject to the terms and conditions below, which will be fixed for the duration of the initial term of up to five (5) years of the Service subscription. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and the County.

A. Monthly Service Level

1. The Service Level for Application Uptime is 99.0%.
2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	**minus**	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month		

3. Aurigo will provide product support to the users of the system. The users can contact Aurigo for support during normal business hours of 6 AM to 4 PM Pacific Time.
4. Aurigo will meet the issue resolution performance measured quarterly per service level agreements defined in the table below

Severity Level	Name	Description	Time to Repair
1	**Emergency**	Major issue – system wide outage prohibiting normal functioning of business	Four hours for software outages
2	**Urgent**	Customer could tolerate the problem for a short time	Two business days for software defect resolution
3	**Important**	Not critical or User Clarification	Seven business days
4	**Minor**	Minor problem / suggestion, non-software issues	No specified turnaround time

5. The service level time will be measured from the first communication to Aurigo via email or the support line during standard business hours. For "Emergency" incidents, Aurigo shall immediately establish a command center ("war room") to resolve the emergency, which will not disband until the incident is resolved. To calculate SLA performance accurately, the "Time to Repair" clock will pause if Aurigo is awaiting an approval or confirmation from the County for corrective change. This applies to all severity levels.

B. Claims

1. In order to make a Claim, County must be in compliance with policies for

acceptable use of the Service found in the Agreement.

2. County must submit a claim to billing support at Aurigo Software Technologies Inc. Contact information found here: http://aurigo.com/contact.

3. County must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by County to resolve the Incident.

4. County must provide sufficient evidence to support the Claim, by the end of the second month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, County provides Notice on January 20th, County must provide sufficient evidence to support the Claim by March 31st).

5. Aurigo and the County will use all information reasonably available to validate Claims. Aurigo and the County shall mutually agree in writing as to whether the SLA and Service Levels apply to the Claim.

6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

7. Aurigo utilizes online monitoring to ensure that the Masterworks services meets all the committed SLAs. Aurigo produces a monthly report that captures the up-time statistics of the application (including all service disruptions). This report shall be shared on a monthly basis with the County. The County may request an ad-hoc report at any time with a 2 business day turnaround from time of request.

C. Exclusions

1. Downtime does not include:
   a. The period of time when the Service is not available as a result of Scheduled Downtime; or

   b. The following performance or availability issues that may affect the Service:

      i. Due to factors outside Aurigo's reasonable control;

      ii. That resulted from County's or third party hardware, software or services;

      iii. That resulted from actions or inactions of County or third parties;

      iv. That resulted from actions or inactions by County or County's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of County's passwords or equipment.

      v. That were caused by County's use of the Service after Aurigo advised County to modify its use of the Service, if County did not modify its use as advised;

      vi. Intermittent periods of Downtime that are ten minutes or less in duration if they occur less than three times in a single day.

D. Definitions:

1. "**Claim**" means a claim submitted by County to Aurigo that a Service Level under

this SLA has not been met and that a Service Credit may be due to County.

2. "**Downtime**" means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.
3. "**Exclusions**" means the performance or availability issues that are noted in Section C.
4. "**Incident**" means a set of circumstances resulting in an inability to meet a Service Level.
5. "**Aurigo**" means Aurigo Corporation (or if applicable, its affiliate).
6. "**Monthly Uptime Percentage**" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
7. "**Scheduled Downtime**" means published maintenance windows or times where Aurigo notifies County of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime. If an emergency downtime is required (such as to fix a zero-day vulnerability), Aurigo is authorized to give a notification <24 hours prior to the required downtime.
8. "**Service Credit**" means the amount credited to County by Aurigo for a validated Claim.
9. "**Service Level**" means the percentage of Service availability for a given month that Aurigo agrees to provide County, which is measured by the Monthly Uptime Percentage.
10. "**Subscription Fee**" means the annual fees that County pays Aurigo for their subscription to the Service.

EXHIBIT B

1 Business Continuity & Disaster Recovery Plan Summary

1.1 Overview

The Aurigo Business Continuity and Disaster Recovery (BC/DR) plan attempts to anticipate the impact of a disaster affecting Aurigo, Inc. (Aurigo) and detail a planned response to both meet our customers' requirements and ensure the safety of our employees and continuity of our primary business functions.

This document contains non-proprietary information from the comprehensive BC/DR plan and relates specifically to services provided by Aurigo. Due to the sensitivity of information contained within Aurigo's comprehensive BC/DR plan, this document contains only a portion of the overall continuity and recovery plan, and not all components are included.

Customer-specific, confidential information required for the implementation of the processes in this document will be collected for each client. That information, along with this document, will comprise the event management plan for each Aurigo customer. This information includes:

- Contact Information
- Specific Support Requirements
- Service Level Agreements
- Critical Information Technology Systems

1.2 Definitions

BC/DR Glossary	
Alert	Notification that a potential disaster situation exists or has occurred; direction for recipient to stand by for potential activation of disaster recovery plan.
Activation	The implementation of business continuity capabilities, procedures, activities, and plans in response to an emergency or disaster declaration; the execution of recovery plan.
Continuity Event (event)	Any unplanned event that prevents the delivery of end-user services for a period of more than 15 minutes.
Disaster	A sudden, unplanned event causing great damage or loss.
Aurigo Primary Facility	Administrative Offices and Support Services.
Immediate Response	Course of action executed in response to any continuity event, as defined above.
Short-term	A continuity event lasting up to 48 hours from the initial occurrence.
Long-term	A continuity event lasting more than 48 hours from the time of the initial occurrence.
Service Level Agreement (SLA)	Contractual service commitment. The minimum performance criteria a provider commits to meet while delivering a service.

1.3 Scope

This document addresses services provided by Aurigo, Inc. This recovery plan is based on the following assumptions:

1. The continuity event impacts Aurigo offices located in North America
2. An adequate number of Aurigo personnel are available after the event who are able and qualified to perform the required tasks, as defined in the BC/DR plan
3. Not all critical information systems may be available during or immediately after a continuity event

1.4 Continuity Event Scenarios

As the basis of Aurigo event response planning, three potential scenarios have been identified:

Potential Scenarios	
Total Disaster	The facility no longer exists or is non-functional.
Denial of Access	The facility remains intact, but normal access is restricted.
Internet/ Communications Outage	Aurigo facilities are accessible and operational but required technology systems are not operational.

1.5 Operational Preparations

The following Continuity Event Management procedures have been enacted in preparation for recovery of services:

1.5.1 Communication and Contact Procedures

Contact information will be collected and maintained to enable initial event notification and status updates. This includes:

- Primary & Secondary contact names and methods
- Core and Non-Core contact procedures

1.5.2 Incoming Support Procedures and Contact Information

Clients who forward a support telephone number to Aurigo may plan to redirect these lines internally in the event of an outage. Information needed to facilitate redirection of incoming calls will be collected and maintained for these clients. This information includes:

- Telecom contact information
- Line redirection information
- Alternate site contact information

1.5.3 Continuity Event Client Support Procedures

Support calls will be redirected in conjunction with the escalation procedure outlined in the BC/DR plan. For events anticipated to exceed four hours in duration, Aurigo team members will be assigned to individual clients.

1.5.4 Recovery Hot-site Contracts

Recovery contracts are maintained with our Business Continuity and Recovery Services (BCRS) vendors, covering the following Aurigo systems/processes:

Business Continuity and Recovery Services (BCRS)	
Primary Data Center	BCRS covers Workstations, Servers, Phones, Voicemail boxes, Incoming call routing, internal network connectivity with Data Center Recovery Facility, VPN and Internet Access. Recovery exercises are performed with BCRS on a semi-annual basis. While the location listed above is designated as our primary recovery sites, in a regional disaster, our contracts provide the ability for us to relocate our recovery to a second Data Center facility.
Secondary Data Center	The SLA for availability of systems at each facility is 24 hours from disaster declaration.

1.5.5 Direct Inward Dial (DID) Telephone Rerouting Plans

The following plans are maintained as part of the Aurigo BC/DR plan. Copies of these plans are maintained by our telecom provider for activation in a disaster. Aurigo employs VOIP PBXes that easily support rerouting of phone service, when required. The plans below describe the VOIP reconfiguration required to switch phone service to our backup site.

- DR Primary DID Routing Plan
- DR Secondary DID Routing Plan
- DR Test Routing Plan

1.6 Disaster Response Plan

The Immediate response will be enacted for any continuity event. This portion of the recovery plan can stand alone, based on the individual event, but will also serve as the initial response in a short or long-term continuity event.

1.6.1 Immediate Response

In the case of an event, Aurigo will initiate its DR plan as described in this document. This section of the DR overview provides information on the immediate actions that will be taken by designated Aurigo personnel.

1.6.1.1 Situation Assessment

An initial determination will be made of the event impact. Assessment will include:

1. Extent of impact - Staff, facilities, systems, services
2. Severity of impact
3. Probable event duration and resolution

1.6.1.2 Customer Communications

Aurigo will employ the following communication guidelines in the event of a declared disaster:

1. Within one half hour of event occurrence, Aurigo will alert clients of the event. In addition to the initial communication, clients will receive regular status updates during the duration of the event and recovery and advance notice of additional Recovery Plan Activations
2. Status updates will occur every hour after the initial notification, unless otherwise defined

1.6.1.3 Decision to Activate Short or Long-term Response Plan

The decision to activate the short or long-term plan can be made at this point, or may be delayed while additional event information is collected and analyzed. The decision to activate a recovery plan will be based on a variety of information, including the following items:

1. Extent of physical damage, if any
2. Impact to end-user services and SLAs
3. Specific systems and services impacted

Only the Aurigo Executive Team has the authority to declare a disaster and thereby activate the short or long-term plans detailed below.

Potential Actions		
1	**Alert BCRS vendors of any continuity event.**	This notification will enable BCRS vendors to begin preparations for our potential plan activation.
2	**Redirect Incoming Client Support Lines**	If previously defined, contact telecom person to initiate line redirection.
3	**Dispatch/Reallocate On-Site Support**	1. As previously defined, staff will be dispatched or reallocated according to previously defined requirements and procedures. 2. Staff will be dispatched for events anticipated to exceed four hours in duration.

1.6.2 Short-term Recovery Plan Activation

For events anticipated to last between 24 and 48 hours, Aurigo will activate the Short-term Recovery Plan. This plan can serve as a first phase of long-term plan activation. The decision for plan activation will be based on the specific systems affected and the extent of impact. Plan activation includes the following steps:

1. Notification to vendors of a disaster event and their subsequent preparation
2. Notification of clients
3. DID Rerouting Plan will be activated with our telecom provider
4. Aurigo staff will travel to the BCRS End-user Systems Recovery facility if necessary
5. Incoming support calls will be received through the BC/DR call distribution system

During this stage of recovery, Aurigo related information systems may not be available. The Aurigo staff will document client interactions, if necessary.

1. Information will be entered into Support and Aurigo Portals when the required systems become available
2. Any escalation for priority calls during this time will be handled per the applicable SLAs
3. Specific contacts and methods of support event communication will be detailed in the BC/DR Plan

1.6.3 Long-term Recovery Plan Activation

For events anticipated to exceed 48 hours in duration, Aurigo will activate the Long-term Recovery Plan. Plan activation includes the steps listed in the Short-term Recovery Plan Activation and add the following:

1. Update BCRS vendors of current status
2. Notify all second tier vendors of event and disaster declaration
3. Recovery team will travel to BCRS End-user Systems Recovery facility
4. Data Center systems recovery will be initiated upon arrival or as soon as facilities are available (reference BCRS's 24-hr SLA)
5. Within 24 hours of long-term plan activation, Support, Portal and related applications will be accessible at End-user Systems Recovery Facility.

1.6.4 Testing the DR Plan

To ensure that the DR plan can be executed seamlessly, Aurigo tests its DR recovery procedures a minimum of once per year. Some of the tests are performed more frequently, as required. The following tests are performed:

1. A hard failover of the live site
2. Telephone rerouting to backup support center. The primary customer support location is in Austin Texas, our backup support center is located in our Bangalore facility.
3. Data Recovery from most recent full backup
4. Hard failure of primary database server
5. Security Procedures for each office facility, and hosting facility

To ensure that the DR and business continuity plan remains accurate and up to date, every time the testing procedures are run, the DR plan business continuity plan are updated to reflect the findings during the testing practices. In addition, as new parts of the business are instantiated, the DR and business continuity plan are updated to reflect the new needs.

1.6.5 Disaster Site Procedures

The Disaster Recovery (DR) site is an active live installation of the Aurigo Masterworks solution and is immediately available in the case of service failure on the primary site. This ensures that the service is always running and that minimal downtime is experienced in the case of any primary site failure, including a declared disaster. With that statement in mind, the DR site procedures are fundamentally similar to the primary site procedures described in this response, with the following exceptions:

1. The DR site is not backed up on a regular basis.
2. The DR site's database is not restored in the case of a disaster.
3. The DR site's database server is the slave in the replication strategy.
4. In the case of a disaster requiring a data restore, the restored database is from the most recent database backup of the primary site (because the DR site is active at all times and is set to have full replication, the need to recover from backup should never happen).

1.6.6 Corporate Backup Services

This shortened document focuses on procedures and practices of the running service. The full set of plans and procedures incorporate all of the practices related to business recover, including the software and support services. The full plan includes procedures to backup of the corporate environment, which is completely separate from the online service (for security purposes).

The procedures ensure that system backups are kept both onsite and offsite for recovery purposes. In addition, Aurigo utilizes Microsoft's Team Foundation Server to store all service artifacts, including design document, customizations, configurations, etc. As part of our standard backup and recovery

procedures, the databases for this tool is backed up as per our policies set forth in the business continuity and disaster recovery plans.

1.6.7 Information Backup Plans

To demonstrate the procedures and processes in place at Aurigo, the following excerpt is extracted from the Aurigo Continuity and Disaster Recovery plan.

1.6.7.1 Information back-up

Back-up copies of essential business information and software **must** be taken regularly. Adequate back-up facilities should be provided to ensure that all essential business information and software could be recovered following a disaster or media failure. Back-up arrangements for individual systems should be regularly tested to ensure that they meet the requirements of business continuity plans. The following controls should be considered:

a) A minimum level of back-up information, together with accurate and complete records of the back-up copies and documented restoration procedures, should be stored in a remote location, at a sufficient distance to escape any damage from a disaster at the main site. At least three generations or cycles of back-up information should be retained for critical business applications;
b) Back-up information should be given an appropriate level of physical and environmental protection consistent with the standards applied at the main site. The controls applied to media at the main site should be extended to cover the back-up site;
c) Back-up media should be regularly tested, where practicable, to ensure that they can be relied upon for emergency use when necessary;
d) Restoration procedures should be regularly checked and tested to ensure that they are effective and that they can be completed within the time allotted in the operational procedures for recovery;
e) The retention period for the back-up media should be determined; and
f) Information from systems processing high sensitivity information, or data sets that by nature of inherent confidentiality or aggregation constitute high sensitivity information (as defined by the ISPC Policy), **must** be encrypted using approved methods for the purposes of back-up.

The frequency of data backups **must** be based upon availability requirements, as defined by the business case for the system. Storage **must** take place in a secure off-site facility, and system restoration procedures **must** be tested regularly.

Configuration of systems **must** be stored offline, such that they may not be viewed, copied, or modified by unauthorized staff.

1.6.7.2 Activity logging

The activities and events on a system **must** be logged and archived for the purpose of routine monitoring and audit. Operator, system, and audit logs **must** be stored on a centralized, secure log server. These logs **must** include, as a minimum requirement:

a) System start and halt times;
b) System errors and any corrective action taken in response;
c) Confirmation of the correct boot procedure, and handling of data and output;
d) The identity of the individual invoking commands or functions resulting in a log entry;
e) The timestamps associated with the beginning and end of any user or operator session;
f) The issuance and use of privilege if granted;
g) Errors and related messages associated with user or operator activities;
h) Connections and session initiations related to user or operator access to the system;
i) The origin of user or operator sessions, be this an indication of node, terminal, client, or other mode of specifying session origin, if the session is not conducted from the system console;

j) Changes to system mode, run level, or security context where applicable; and
k) A timestamp indicating when the log entry was generated by the system, with system time synchronized to a redundant and validated time source.

System logs **must** also be generated to capture output resulting from automated processes. Specific details of files accessed or modified should be recorded in the audit logs, where applicable and given the configuration of the system.

1.6.7.3 Fault logging

Faults **must** be reported and corrective action taken. Faults reported by users regarding problems with information processing or communications systems should be logged. There should be clear rules for handling reported faults including:

a) Review of fault logs to ensure that faults have been satisfactorily resolved; and
b) Review of corrective measures to ensure that controls have not been compromised, and that the action taken is fully authorized.

The following measures should be taken, depending on the frequency and nature of the faults, once detected:

a) Monitoring of all network interfaces should increase in detail;
b) Monitoring of servers and services should increase in detail; and
c) Escalate the event and notify support/security staff, as dictated by relevant incident response procedures.

In the event of a critical system fault, the administrative contact for the system **must** be notified, and provided with the following information:

a) User or system ID associated with the fault;
b) Operator name;
c) Date and time fault occurred;
d) Description of fault;
e) Description of actions that caused fault (if possible); and
f) Description of responsive action taken (if any).

Logging **must** include, but is not limited to, the following events:

a) Device errors and status messages;
b) File or other resource access failures;
c) Licensing activities;
d) Authentication failures;
e) Session duration;
f) New device detection;
g) Network connection activities (e.g., host up/down, connectivity problems, changes involving network interfaces, or the system hardware/network addresses, etc.);
h) Operator activities (e.g., backups, restores, rollback, etc.);
i) Remote connections to/from the system;
j) Any security alerts not captured by operator, system, or audit logs);
k) System or application error messages;
l) Use of privileged commands, and/or attempts to invoke a privileged mode or alter system mode, security context, or run level; and
m) User logons.

2 Additional BC/DR Information

2.1 RPO and RTO

Aurigo strives to have a 4 hour RTO time, from time of reported outage for 95% percent of the unplanned outages. When Aurigo is providing for the hosting of the solution, its RPO objective is 1 hour. To achieve this, all data is continuously synchronized with a standby system.

RTO (recovery time objective) is defined to be 24 hours from time a disaster is declared. It defines the time that the active data center is recovered. If a successful failover to the standby center occurs then the RTO does not affect service delivery.

RPO (recovery point objective) is less than 15 minutes. This defines the total amount of data that can be lost during a declared disaster. Since the replica timeframe between the active and standby databases is configured to be 15 minutes then this automatically becomes the RPO.

2.2 SaaS vs On-Premise Recovery

Data recovery is accomplished by utilizing standard tools available from the database product, which is Microsoft SQL Server. If deployed in our SaaS environment, then Aurigo is responsible for all backup and restore operations. At the request of CUSTOMER, to recover from a declared disaster, or to recover from a hardware failure (this is very unlikely as we deploy on raid 0+1) Aurigo will initiate a recovery operation from the most appropriate backup (which might or might not be the latest backup), and recover all data up to that last backup.

If CUSTOMER chooses to host its own solution then backup and recovery operations are the responsibility of CUSTOMER. Aurigo has well documented procedures that will be provided to CUSTOMER upon request.

In the case of a declared disaster the primary site will failover to the standby site which are geographically diverse. The standby site has a replicated copy of the database, and our recovery point objective is 30 minutes. The standby site comes online within 2 hours of the disaster at a reduced capacity. Aurigo restores capacity in the standby site with 24 hours of the declared disaster.

2.3 Administrative tools for disaster recovery

Aurigo's business processes and application development activities are SSAE 16 Type II SOC II certified, which ensures that all necessary controls for business continuity and disaster recovery are in place.

Aurigo has formed a committee that meets monthly, and more frequently on an as-needed basis. Agenda topics include Security Audits, Risk Assessment, Disaster Recovery and Business Continuity Planning, and Policy Issues. The committee is headed by Chief Security and Compliance Officer.

Aurigo's policies enable reversal of data corruption in a fraction of the time and labor required for recovery from tape. Whether as a standalone solution or integrated into an High Availability solution, Aurigo provides the easiest and most effective protection against the loss of critical business data and ensures high availability, disaster recovery, and systems and data management solutions, which keep business-critical information continuously protected and available. These measures also help to ensure business continuity, increase productivity, reduce operating costs, and satisfy compliance requirements.

2.3.1 Security and system auditing utilities

Aurigo has multiple tools and utilities for security and system auditing. Aurigo maintains a centralized control panel for System resource monitoring that keeps track of CPU, Memory and storage utilization and alerts the administrator for pre-configured peak limits. The following screenshot shows the centralized control panel.

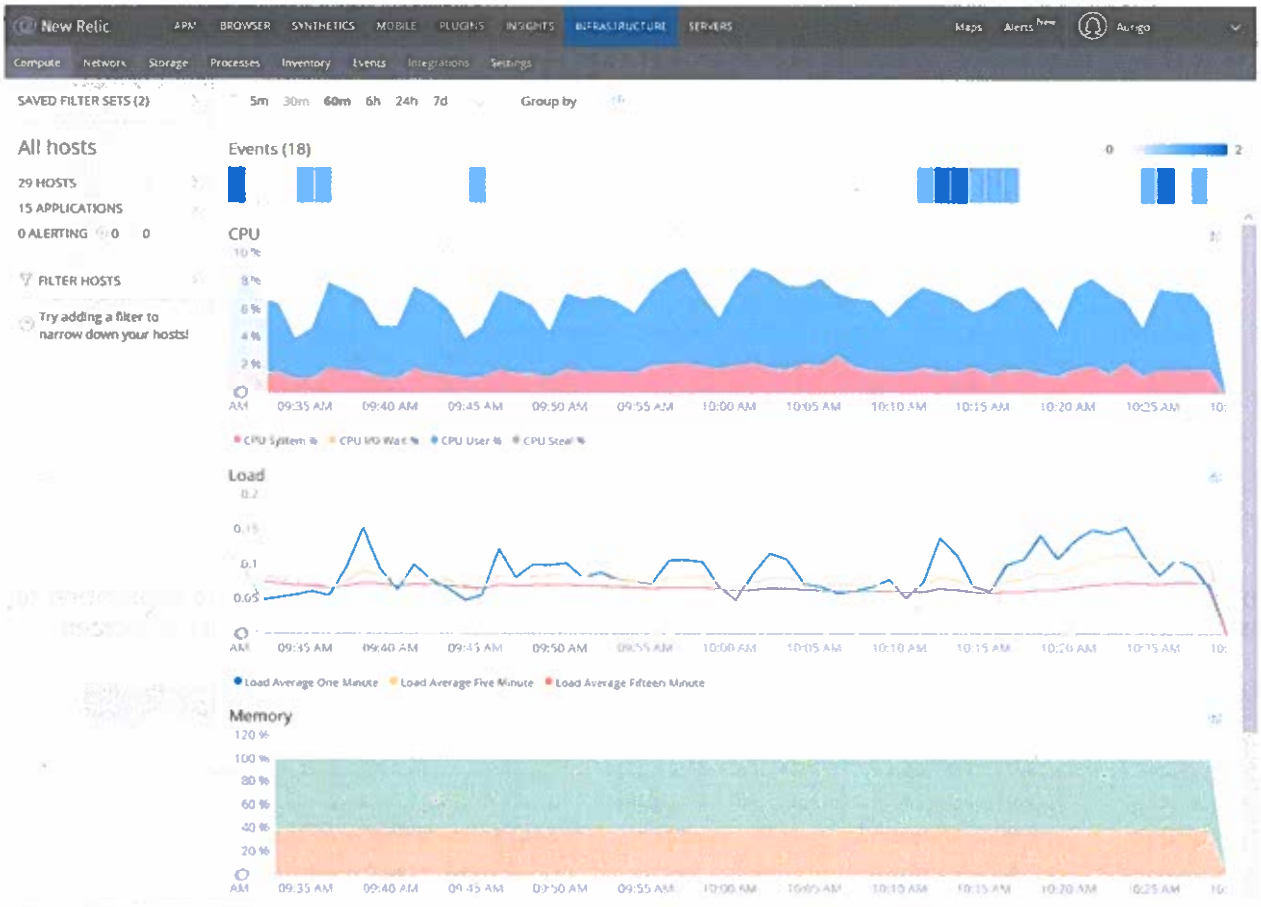


Figure 1: Centralized Control Panel

In addition to this, we have system and site monitoring tools that make sure that the system and sites are up and running and always accessible to the intended user base. If the system or site goes down, this tool alerts the administrator immediately.

2.3.2 Site analytic reports

Aurigo keeps complete track of site visits and user activities in database. Multiple reports can be generated and schedules by the administrator to view and analyze this data. Aurigo captures all requested URLs, full name of users making the request, their location, IP, browser, time of request and time taken to complete the request. A standard report is provided out-of-the-box to analyze this data with parameters to filter data based on start date, end date, username and IP. A sample report is shown on the following screen.

ID	User Name	Url	IP	Date Time	Type	Module	Role	Time (ms)
14040	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=44	122.181.10.206	21-03-2014 09:16	Page Visited	BDGTEST	Contract Administrator	124.7975
14039	Mike Boster	/Modules/PROJECT/ProjectInfo.aspx?oid=44	122.181.10.206	21-03-2014 09:16	Page Visited	PROJECT	Contract Administrator	764.4024
14038	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=50&p	122.181.10.206	21-03-2014 09:16	Page Visited	BDGTEST	Contract Administrator	124.7986
14037	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=50&p	122.181.10.206	21-03-2014 09:16	Page Visited	BDGTEST	Contract Administrator	265.2039
14036	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=50	122.181.10.206	21-03-2014 09:15	Page Visited	BDGTEST	Contract Administrator	109.1972
14035	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=44&p	122.181.10.206	21-03-2014 09:15	Page Visited	BDGTEST	Contract Administrator	124.7969
14034	Mike Boster	/Common/BrixListPage.aspx?xContext=BDGTEST&PID=44&p	122.181.10.206	21-03-2014 09:15	Page Visited	BDGTEST	Contract Administrator	109.2003
14033	Aprile Anderson	/Common/BrixListPage.aspx?xContext=CONTDWR&PID=508	122.181.10.206	21-03-2014 08:59	Page Visited	CONTDWR	Administrative Secretary	124.8015
14032	Aprile Anderson	/Common/BrixListPage.aspx?xContext=FNDGTRN&Module=E	122.181.10.206	21-03-2014 08:59	Page Visited	FNDGTRN	Administrative Secretary	171.6036
14031	Aprile Anderson	/Common/BrixListPage.aspx?Context=PROCMGT&PID=538C	122.181.10.206	21-03-2014 08:54	Page Visited	PAYESTM	Administrative Secretary	358.7961
14030	Kevin Koenig	/Common/BrixListPage.aspx?Context=PROCMGT&PID=538C	122.181.10.206	21-03-2014 08:54	Page Visited	PAYESTM	Administrator	109.1952
14029	Kevin Koenig	/Modules/PAYESTM/ProcurementPE.aspx?PID=538ParentID=	122.181.10.206	21-03-2014 08:53	Page Visited	PAYESTM	Administrator	124.784
14028	Pete Deemer	/Modules/PAYESTM/ProcurementPE.aspx?PID=538ParentID=	122.181.10.206	21-03-2014 08:53	Page Visited	PAYESTM	Administrator	312.8043
14027	Pete Deemer	/Common/BrixListPage.aspx?Context=PROCMGT&PID=538C	122.181.10.206	21-03-2014 08:53	Page Visited	PAYESTM	Administrator	171.599
14026	Pete Deemer	/Common/BrixListReportPage.aspx?ModuleID=CONTMGT&PI	122.181.10.206	21-03-2014 08:53	Page Visited	CONTMGT	Administrator	265.199
14025	Aprile Anderson	Null	122.181.10.206	21-03-2014 08:31	Session Timeout	Null	Administrative Secretary	NULL

Figure 2: User and IP Visits Report

In addition to this, Aurigo logs all login and logout activities. Administrator can configure application to optionally log all errors and information messages. A sample report is shown on the following screen.

LogID	Type	DateTime	Source	Category	Event	UserName	Message
2154	Error	21-03-2014 18:02	USRMGMT	2	0	Administrator	Message:'Thread was being aborted.' Method Name:'Aurigo.AMP3.UserI
2153	Error	21-03-2014 17:50	USRMGMT	2	0	Administrator	Message:'Thread was being aborted.' Method Name:'Aurigo.AMP3.UserI
2152	Error	21-03-2014 17:44	USRMGMT	2	0	Administrator	Message:'Thread was being aborted.' Method Name:'Aurigo.AMP3.UserI
2151	Information	21-03-2014 09:02	PROJECT	3	0	Kevin	Message:'KVP Key -PROJEST' Method Name:'Aurigo.AMP3.ProjectUI.Cre
2150	Information	21-03-2014 09:02	PROJECT	3	0	Kevin	Message:'KVP Key -PROJCNT' Method Name:'Aurigo.AMP3.ProjectUI.Cre
2149	Information	21-03-2014 09:02	PROJECT	3	0	Kevin	Message:'2' Method Name:'Aurigo.AMP3.ProjectUI.CreateProjects.SaveI
2148	Error	21-03-2014 08:38	ESTIMATE	2	0	Kevin	Message:'Thread was being aborted.' Method Name:'Aurigo.AMP3.Estim
2147	Error	21-03-2014 08:37	USRMGMT	2	0	Pete	Message:'Thread was being aborted.' Method Name:'Aurigo.AMP3.UserI
2146	Information	21-03-2014 08:33	PROJECT	3	0	Pete	Message:'KVP Key -PROJEST' Method Name:'Aurigo.AMP3.ProjectUI.Cre
2145	Information	21-03-2014 08:33	PROJECT	3	0	Pete	Message:'2' Method Name:'Aurigo.AMP3.ProjectUI.CreateProjects.SaveI
2144	Information	21-03-2014 08:33	PROJECT	3	0	Kevin	Message:'KVP Key -PROJCNT' Method Name:'Aurigo.AMP3.ProjectUI.Cre
2143	Information	21-03-2014 08:31	USRMGMT	3	0	Mike	Message:'user login' Method Name:'Aurigo.AMP3.UserManagementUI.Lo

Figure 3: Error Log

2.4 Ensuring Continued Access

Aurigo will provide CUSTOMER regular backups of the database and file archive that can be utilized by CUSTOMER if Aurigo goes out of business or the infrastructure becomes unavailable. In addition, Aurigo is willing to discuss escrow options with CUSTOMER to ensure that it has continued access to the application under certain circumstances that can be negotiated at a later time

2.5 Hybrid Standby Site

Aurigo operates a hybrid hot / warm standby backup site. The site is hot because we are replicating the data regularly between the two sites to insure that the backup site has a reasonably close match to the data contained in the primary site.

Once a disaster is detected, Aurigo Senior Management will enact either the short or long term disaster recovery plan. Both plans include provisions to switch to the secondary site. The reason we do not provide a full hot standby environment is that the solution will be available with reduced capacity. One

major difference between the short and long term disaster recovery plans is that, for the long term disaster recovery plan, we begin to build up the capacity in the standby site immediately until full capacity is reached.

Exhibit C

Statement of Work

Aurigo Masterworks Software Suite Services

Fit Analysis and Implementation

Overview

Snohomish County Public Works published RFP-22-16SB to obtain a solution to effectively manage contracts and construction projects consistently and efficiently.

Aurigo's Masterworks was selected as the software solution best suited for managing Snohomish County Public Works contracts and construction projects consistently and efficiently.

The solution implementation includes configuring the following modules in Aurigo Masterworks:

- Masterworks Contracts Module
- Mobile Application for Field Inspection

The project for Snohomish County will be executed in two phases:

- Phase I - Fit Analysis/Business Process Mapping
- Phase II – Implementation (Solution Configuration, UAT, Training) and Go-Live

Phase I Statement of Work

Business Process Mapping/Fit Analysis and Requirements Analysis Report/Statement of Deliverables

Phase I deliverables include Aurigo's Statement of Deliverables (SOD) and project plan. These two documents, when submitted by Aurigo and accepted by Snohomish County, shall be considered the equivalent of Snohomish County Requirements Analysis Report (RAR) and shall meet the RAR requirements per the RFP as noted below.

Auirgo shall include the following Snohomish County RAR required content in the Statement of Deliverables:

- Overall project plan that describes how the solution will fit the County's needs and be implemented
- Description of the project scope
- Description of the deliverables to be provided by Aurigo
- Client acceptance criteria for each deliverable

Aurigo shall include the following Snohomish County RAR requirements in the Project Plan:

- Testing plan for each deliverable
- Significant tasks required to complete each deliverable
- Estimated County labor hours by task
- Project schedule showing task dependencies and estimated duration of each task
- Description of implementation roles and responsibilities, defining County and Aurigo responsibilities
- Change management plan (predefined process for managing change)
- Communication plan (predefined communication processes to keep the project elements together and moving forward)
- Payment schedule that shows payments based on project milestones (generally acceptance of deliverables)

Business Process Mapping (BPM) Approach to fitting Masterworks software suite to Snohomish County's Needs

During Phase I Aurigo shall execute a solution delivery process, working with designated members of Snohomish County to further refine the needs and high level requirements as outlined in RFP 22-16SB. Aurigo shall conduct discovery workshops with key business individuals from stake holder groups within Snohomish County Public Works. Discovery workshops are typically six hours per day for four days onsite with all Subject Matter Experts (SMEs). Aurigo shall analyze Snohomish County's business processes and requirements, if needed, will schedule additional, short, conference calls for detailed clarifications. Specific goals will be addressed in each Discovery Workshop. After completing discovery workshops with the Snohomish County team, Aurigo shall compile a set of detailed requirements at the process level for each role within the organization.

As each discovery workshop is completed, Aurigo shall document the outcome and submit the documentation to the County Project Manager for review and acceptance. The documentation will include the following information:

1. Meeting Minutes
2. Key Decisions

3. Business Requirements/Needs Adjustment (if-directed)
4. Scope clarification

Following the discovery workshops Aurigo will compile the business processes and requirements resulting from the Discovery workshops into the Statement of Deliverables and Project Management Plans for review and approval, completing phase I. The Statement of Deliverables document includes the following, per business process, when applicable.

- Overview sections
- Level 1 - Business Process Diagram
- Snohomish County functional requirements via User Story format
- List of all input Forms to be used in Masterworks
- List of all Reports to be used in Masterworks
- List of all Libraries to be used in Masterworks
- List of all User Roles and Permissions
- List of all Data Migration system, sources, and requirements
- List of all integration systems and requirements

Deliverables for Phase 1 - Business Process Mapping/Fit Analysis	
Aurigo Deliverables	**Detailed Description**
Statement of Deliverables document (SOD)	• Overview sections • Level 1 – Business process diagrams • Functional requirements via User Story format • List of forms, reports, and libraries • List of data migration systems, sources and requirements • List of integration systems and requirements • List of all User Roles and permissions
Project Management Plan	• Testing plan for each deliverable • Significant tasks required to complete each deliverable • Estimated client and proposed awardee labor hours by task • Project schedule showing task dependencies and estimated duration of each task • Description of implementation roles and responsibilities, defining County and proposer responsibilities • Change management plan (predefined process for managing change) • Communication plan (predefined communication processes to keep the project elements together and moving forward) • Payment schedule that shows payments based on project milestones (generally acceptance of deliverables)
Snohomish County Responsibilities	
• Provide access to key decision makers • Provide access to key stake holders in each stakeholder group • Continue to provide a Project Manager to facilitate scheduling and control of the overall program • Work collaboratively with Aurigo to refine the requirements to fit Snohomish Counties business needs • Provide comments and written acceptance of each Aurigo deliverable within 3 weeks of submitting first drafts	
Resources - Phase 1 Business Process Mapping / Fit Analysis	
Aurigo Resources	**Snohomish County Resources**
Aurigo Account Executive – Josh Moriarty; Josh.Moriarty@aurigo.com	David Baxter–Public Works Project Manager; David.Baxter@snoco.org
Aurigo Project Manager – TBD, assigned after contract signing	Megan Olsen – PW Contracts (subject matter expert): Megan.Olsen@snoco.org
Aurigo Business Analyst - TBD, assigned after contract signing	Zul Govani – DoIT Business Analyst; Zul.Govani@snoco.org

Phase 2 – Configuration and Implementation

[Following is a general description of Aurigo's Configuration and Implementation, and Solution Acceptance procedures. Aurigo shall submit to the County a detailed Requirements Analysis Report and Software Implementation Plan following the completion of the Business Process Mapping / Fit Analysis phase of this project. This document, when received and accepted by the County, will be incorporated into the Master Agreement as Appendix 1 to Exhibit C. After receiving County Acceptance of all Phase 1 deliverables, Aurigo shall provide access to the Masterworks software to the County in preparation to begin Phase 2.]

C2.1 Functional Specifications

Aurigo will draft functional specifications needed to document the detailed functionality to be configured per phase 1 requirements.

Deliverables for Phase 2 - Functional Specifications	
Aurigo Deliverables	**Detailed Description**
Functional Specifications • As-needed to configure per phase I • Plus o Up to 3 custom forms o Up to 3 custom reports o Up to 2 custom dashboards	• Create high level feature descriptions for requirements • Document screen layouts and data needs • Document reporting needs • Document business rules for each feature / function • Identify security requirements which includes: Role, User, and Permission definitions
Snohomish County Responsibilities	
• Provide access to key decision makers • Provide access to key stake holders in each stakeholder group • Continue to provide a Project Manager to facilitate scheduling and control of the overall program • Provide comments and written acceptance of each Aurigo deliverable within 1 week of submitting first drafts	
Resources - Phase 2	
Aurigo Resources	**Snohomish County Resources**
Aurigo Account Executive – Josh Moriarty; Josh.Moriarty@aurigo.com	David Baxter–Public Works Project Manager; David.Baxter@snoco.org
Aurigo Project Manager – TBD, assigned after contract signing	Megan Olsen – PW Contracts (subject matter expert): Megan.Olsen@snoco.org
Aurigo Business Analyst - TBD, assigned after contract signing	Zul Govani – DoIT Business Analyst; Zul.Govani@snoco.org

C-2.2 Solution Configuration

Aurigo shall configure and/or develop and deploy the new modules/features specified in the final set of requirements discovered during the needs and Business Process Mapping workshops. During Phase 2, Aurigo will configure the software to meet the needs and processes documented in the Requirements Analysis Report/Statement of Deliverables.

Aurigo shall deliver its solutions iteratively throughout phase 2. The usual period of each iteration is two weeks. At the beginning of each iteration, Aurigo will identify the requirements to be delivered, configure the solution, and deliver an updated software environment for Snohomish County to access.

The intent of each iteration is not to perform final system acceptance or testing. Rather, the goal is to garner feedback on the features, identify any gaps in the delivered capabilities to the intended needs / goals of the program (as documented during the needs analysis and BPM phases of the program). The outcome of each iteration is a set of changes and/or tweaks to the delivered capabilities. If any changes are warranted they will be delivered during future iterations.

If feedback results in new scope, or changes to previously approved scope, Aurigo shall discuss with Snohomish County whether a change order is required.

Aurigo shall continue to make adjustments in the configuration of the Masterworks solution to better suit Snohomish County's needs with each iteration until all requirements (Product Backlog Items) are delivered and accepted by Snohomish County. Once all requirements are met, the iteration process ends and Snohomish County shall perform a final system user acceptance testing which is described in the next sections.

Deliverables for Solution Configuration	
Aurigo Deliverables	**Detailed Description**
Testing Strategy and Plan	• Create Overall Test Strategy and Plan • Provide Detailed Test scripts that can be executed
Configured Solution	• Configured and tested Masterworks solution • Integration Components to deliver on the integration and data migration plan
Snohomish County	
• Provide continued access to key project personnel for questions and issue resolution • Access the iterations and provide feedback • Provide electronic or paper acceptance of satisfactory phase completion	

C-2.3 Solution Acceptance (User Acceptance Testing)

Acceptance Testing shall be per Section 6, A-H of the Master Agreement.

Deliverables for Solution Acceptance	
Aurigo Deliverables	**Detailed Description**
Support User Acceptance Testing (UAT) Activities	• Work with the Snohomish County to answer questions and provide clarifications and assistance
Resolve outstanding software issues	• Prioritize and resolve issues identified during solution acceptance phase
Rework required capabilities	• Reconfigure forms, workflow specifications, and report requirements • Modify integration components as required • Change / Update data migration as required
Snohomish County	
• Identify a set of users who will access the system and enter existing data • Schedule User Acceptance Testing • Perform UAT within • Create a "punch list" of items for Aurigo's review • Provide sign-off/ acceptance that the solution is approved for Go-Live	

During this phase, the Aurigo business analyst will be the primary point of contact to review any and all issues discovered during the final testing of the solution. Aurigo will work with Snohomish County to understand the issue, discuss possible solutions, and then work with the configuration team to ensure that the required changes are performed to the customer's satisfaction.

C-2.4 Training

Aurigo shall leverage its complete training curriculum for Snohomish County. In addition, during the solution design and configuration, Aurigo shall update the base training collateral to match the solution delivered to the County, ensuring that the training provided is tailor made to meet the needs of Snohomish County.

Deliverables for Training	
Aurigo Deliverables	**Detailed Description**
10 hours Instructor Led Solution Training	• Training curriculum provided 10 working days prior to class • Training on configured solution • Training to occur over a two day period
• Administration Training via Webex Training	• Training curriculum provided 10 working days prior to class • System Administration Training for Snohomish County's identified Masterworks System Admin
Training Material	• Provide training materials and any additional resources required for effective training sessions
Snohomish County	
• Provide a room for training to take place • Schedule time for the Snohomish County staff to attend training sessions	

C-2.5 End User Deployment and Go-Live

Go-Live typically has no direct activities. It is a milestone that denotes acceptance of the deployed solution and production use of the Aurigo Masterworks solution at Snohomish County.

The deployment phase is the beginning of the end of the project. In the deployment phase, the solution is rolled out to the organization as a whole.

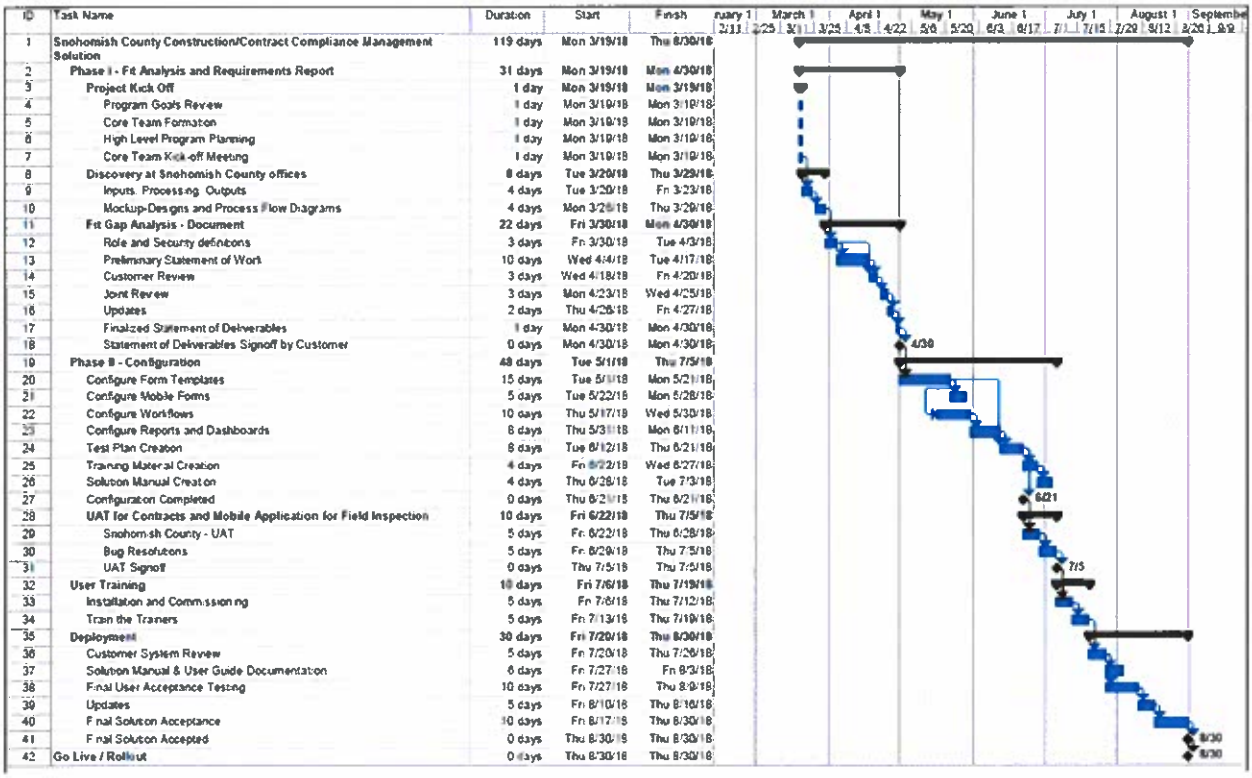
During the deployment phase, Aurigo shall perform the following actions:

- Finalize the production environments for application rollout to the users and other application Stakeholders
- Enable users and other application stakeholders to use or support the new application
- Roll out of application to end users and full deployment at Snohomish County site
- Close the project and transition Snohomish County to post Go-Live Aurigo Support

Deliverables for End User Deployment and Go-Live	
Aurigo Deliverables	**Detailed Description**
Production and Go-Live System	A URL that can be used by Snohomish County to access Masterworks
Post Go-Live Support	Process and walkthrough of our support process to help with any questions that arise post Go-Live.
Snohomish County	
• Inform users the system is live • Provide system acceptance/sign-off • Attend project Closeout and Transition to Support meeting	

C-2.6 Project Timeline

The proposed Statement of Work is dependent on the schedule proposed below. To achieve the schedule below, Snohomish County must make decisions in a timely manner; any delay in County Acceptance of the Statement of Deliverables (SOD) as specified in line 18 of the project plan below may also trigger the change control process as defined in Appendix C-2.7



ID	Task Name	Duration	Start	Finish
1	Snohomish County Construction/Contract Compliance Management Solution	119 days	Mon 3/19/18	Thu 8/30/18
2	Phase I - Fit Analysis and Requirements Report	31 days	Mon 3/19/18	Mon 4/30/18
3	Project Kick Off	1 day	Mon 3/19/18	Mon 3/19/18
4	Program Goals Review	1 day	Mon 3/19/18	Mon 3/19/18
5	Core Team Formation	1 day	Mon 3/19/18	Mon 3/19/18
6	High Level Program Planning	1 day	Mon 3/19/18	Mon 3/19/18
7	Core Team Kick-off Meeting	1 day	Mon 3/19/18	Mon 3/19/18
8	Discovery at Snohomish County offices	8 days	Tue 3/20/18	Thu 3/29/18
9	Inputs, Processing, Outputs	4 days	Tue 3/20/18	Fri 3/23/18
10	Mockup Designs and Process Flow Diagrams	4 days	Mon 3/26/18	Thu 3/29/18
11	Fit Gap Analysis - Document	22 days	Fri 3/30/18	Mon 4/30/18
12	Role and Security definitions	3 days	Fri 3/30/18	Tue 4/3/18
13	Preliminary Statement of Work	10 days	Wed 4/4/18	Tue 4/17/18
14	Customer Review	3 days	Wed 4/18/18	Fri 4/20/18
15	Joint Review	3 days	Mon 4/23/18	Wed 4/25/18
16	Updates	2 days	Thu 4/26/18	Fri 4/27/18
17	Finalized Statement of Deliverables	1 day	Mon 4/30/18	Mon 4/30/18
18	Statement of Deliverables Signoff by Customer	0 days	Mon 4/30/18	Mon 4/30/18
19	Phase II - Configuration	48 days	Tue 5/1/18	Thu 7/5/18
20	Configure Form Templates	15 days	Tue 5/1/18	Mon 5/21/18
21	Configure Mobile Forms	5 days	Tue 5/22/18	Mon 5/28/18
22	Configure Workflows	10 days	Thu 5/17/18	Wed 5/30/18
23	Configure Reports and Dashboards	8 days	Thu 5/31/18	Mon 6/11/18
24	Test Plan Creation	8 days	Tue 6/12/18	Thu 6/21/18
25	Training Material Creation	4 days	Fri 6/22/18	Wed 6/27/18
26	Solution Manual Creation	4 days	Thu 6/28/18	Tue 7/3/18
27	Configuration Completed	0 days	Thu 6/21/18	Thu 6/21/18
28	UAT for Contracts and Mobile Application for Field Inspection	10 days	Fri 6/22/18	Thu 7/5/18
29	Snohomish County - UAT	5 days	Fri 6/22/18	Thu 6/28/18
30	Bug Resolutions	5 days	Fri 6/29/18	Thu 7/5/18
31	UAT Signoff	0 days	Thu 7/5/18	Thu 7/5/18
32	User Training	10 days	Fri 7/6/18	Thu 7/19/18
33	Installation and Commissioning	5 days	Fri 7/6/18	Thu 7/12/18
34	Train the Trainers	5 days	Fri 7/13/18	Thu 7/19/18
35	Deployment	30 days	Fri 7/20/18	Thu 8/30/18
36	Customer System Review	5 days	Fri 7/20/18	Thu 7/26/18
37	Solution Manual & User Guide Documentation	6 days	Fri 7/27/18	Fri 8/3/18
38	Final User Acceptance Testing	10 days	Fri 7/27/18	Thu 8/9/18
39	Updates	5 days	Fri 8/10/18	Thu 8/16/18
40	Final Solution Acceptance	10 days	Fri 8/17/18	Thu 8/30/18
41	Final Solution Accepted	0 days	Thu 8/30/18	Thu 8/30/18
42	Go Live / Rollout	0 days	Thu 8/30/18	Thu 8/30/18

C-2.7 Change Control Process

At any time during the solution delivery covered by this Statement of Work, either party may request a change order. A change may be initiated for many reasons, including but not limited to:

1. A change to the defined scope documented in the RFP, Aurigo's Response, or the Statement of Deliverables produced during Phase I
2. Additional module deployments
3. Schedule delays

If a change is requested, Aurigo will create a Change Order Request that documents the following:

1. The reason for the change
2. The initiator of the change
3. The cost impacts, if any, of the change. All cost impacts will be calculated using the rate card provided above in Appendix C-3.4.
4. The schedule impacts, if any, of the change.

No work may commence until formal approval of the proposed change order is received from Snohomish County.

Exhibit D
Payment Milestones and Schedule

D-1 Payment Milestones Phase 1

No.	Business Process Mapping/Fit Analysis Milestones	Description	Amount
1.	As-is and To-be process documents and SOD submitted and accepted by County Project Manager	50% Fit Analysis payment – professional services	$24,250.00
2.	Data integration and mapping document and Final RAR/ Software implementation plan submitted and accepted by County Project Manager	50% Fit Analysis payment – professional services	$24,250.00
		Total Phase I Payments:	**$48,500.00**

D-2 Payment Milestones Phase 2

No.	Milestone	Description	Amount
1.	Software Subscription Fees for Year-1, 35 named users	upon software availability – Core Product Go-Live (CPGL)*	$45,325.00
2	User Acceptance of Configuration	Payable on completion of UAT and acceptance of Configuration by the County	$23,125.00
3	Training completion	Payable upon training completion	$23,125.00
4	System Go-Live	Payable upon Go-Live Acceptance (30 days continuous use with no major issues)	$46,250.00
		Subtotal:	**$137,825.00**
		Tax:	$4,396.53
		Total Phase II Payments:	**$142,221.53**

***taxable item**

D-3 Total Cost Aurigo Masterworks – Year 1

Description	Cost
Phase I Fit Analysis/RAR/Implementation Plan	$8,500.00
Phase II • Software Access • User Acceptance of Configuration • Training Completion • System Go-live plus 30 days	 $45,325.00 $23,125.00 $23,125.00 $46,250.00
Sales Tax - Software	$4,396.53
Subtotal	$186,325.00
Project Total	**$190,721.53**

D-4 Additional Work

In the case of a change of scope impacting the final project and project cost, additional services are offered by Aurigo at the rates below.

Role	Hourly Rate
Project Manager	**$225/Hr.**
Business Analyst/Functional Consultant	**$175/Hr.**
Integration Specialist/Technical Consultant	**$175/Hr.**
Training Specialist	**$200/Hr.**
Development Lead	**$165/Hr.**
Testing Lead	**$125/Hr.**