APPLIED DATA SYSTEMS
INCORPORATED

Master Professional Services Agreement

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Master Agreement") entered into as of May 1, 2014, is between Applied Data Systems, Inc. ("ADSI"), a Minnesota corporation having its principal offices at 8401 Golden Valley Road, Suite 200, Golden Valley Road, Golden Valley, MN 55427, and duly registered to conduct business in Washington State, and Snohomish County, a political subdivision of the State of Washington, located at 3000 Rockefeller Avenue, Everett, WA 98201 ("Snohomish County").

The Facilities Department currently uses a Maintenance Management system from "360 Facility" (Accurent) with web based access for county staff to request and track their work orders, for Facilities to schedule work and conduct preventative maintenance on building equipment, and to provide some basic scheduling and general reporting. To provide improved maintenance operations and resource utilization, the Facilities Department issued RFP 07-13 and awarded the work through the competitive bid process to ADSI which is also a Software-as- a-Service, web hosted system. ADSI uses the ARCHIBUS system software platform, which is a proven and widely used facilities management system, to provide the county with proven, enhanced Facilities Computerized Maintenance Management System (CMMS) functionality incorporating asset location, improved preventive maintenance scheduling of building assets, building system management integration and real estate property management. The ADSI system with ARCHIBUS provides enhanced tools for system administration to modify user screens, provide dashboards and reports, and tools to evaluate resource schedules.

In consideration of the terms and conditions and mutual promises contained herein, the parties agree as follows:

1. SCOPE OF AGREEMENT

1.1. This Agreement will be implemented through one or more Statements of Work (hereinafter referred to as "Statements of Work") entered into from time to time by ADSI and Snohomish County. Each Statement of Work will specify the services to be performed by ADSI ("Services"), the schedule for performance and/ or any milestone deliverables, and whether the work to be performed will be on a fixed price or time and materials basis.

1.2. The first Statement of Work (Statement of Work Number 1) is attached to this Agreement as Exhibit A, and incorporated by this reference. Additional Statements of Work will become effective upon execution by authorized representatives of both parties. Subsequent Statements of Work will be numbered consecutively, and appended to this Agreement. All Statements of Work will be subject to the terms and conditions of

this Master Agreement.

2. PAYMENT

2.1 ADSI shall be compensated for Services satisfactorily performed in accordance with the fee schedule set forth in the applicable Statement of Work. ASDI shall submit properly executed invoices to Snohomish County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by ASDI during the time period covered by the invoice, together with reasonable documentation substantiating such expenses. Subject to this Agreement, Snohomish County will pay such invoices within thirty (30) calendar days of receipt.

Upon acceptance of payment, ADSI waives any claims for the Services covered by the invoice. No advance payment shall be made for the Services furnished by ADSI pursuant to this Master Agreement.

2.2 Any undisputed amount remaining unpaid for thirty (30) days after invoice is received is subject to interest at the rate of one percent (1%) per month, or the maximum interest rate allowed by law, whichever is less, until the amount owing is paid in full.

2.3 Snohomish County shall reimburse ADSI for all reasonable and pre-approved expenses due under the applicable Statement of Work, with all expenses identified in the Statement of Work considered to be pre-approved. ADSI shall be responsible for all state and local taxes, including applicable Business & Occupation taxes.

3. TERM; TERMINATION

3.1 Term. This Master Agreement shall be effective on the dated signed by all parties, (the "Effective Date") and shall terminate on March 31 2017, PROVIDED, HOWEVER, that the term of this Master Agreement may be extended or renewed for up to two (2) additional one (1) year terms at the sole discretion of Snohomish County, by written notice from Snohomish County to ADSI. Snohomish County's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with Snohomish County Charter and applicable law.

3.2 Termination. The entire Agreement, including all Statements of Work may be terminated as follows:

3.2.1 Snohomish County may terminate this Agreement if ADSI breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by Snohomish County. In which case, Snohomish County shall pay

ADSI only for the Services and corresponding reimbursable expenses, if any, accepted by Snohomish County.

3.2.2 Snohomish County may terminate this Agreement upon five (5) days written notice to ADSI for any or no reason, in which case payment shall be made for the Services and corresponding reimbursable expenses, if any, reasonably and directly incurred by ADSI in performing the Services prior to receipt of the termination notice.

3.3 Effect of Termination. Upon notice of termination, ADSI shall (i) immediately stop providing Services as directed in the notice; (ii) terminate all subcontracts to the extent that they relate to Services terminated; (iii) subject to receipt of all payments due to ADSI by Snohomish County through the actual date of termination, promptly take all reasonable steps to transition work contemplated under this Agreement or any Statement of Work to Snohomish County in a timely, cost efficient and orderly manner. Upon such termination, ADSI shall submit a final statement to Snohomish County for all work performed up to termination of this Agreement.

4. HIRING

4.1 Snohomish County agrees not to directly solicit without the express written consent of ADSI, any of ADSI's personnel who have been directly involved in the specific project covered by the Statement of Work within six (6) months of the termination of the applicable Statement of Work.

4.2 ASDI represents and warrants to Snohomish County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

5. RESPONSIBILITIES

5.1 For purposes of performing under this Agreement, a Snohomish County representative shall be identified in the applicable Statement of Work, and shall be Snohomish County's liaison with ADSI. Snohomish County's representative shall be responsible for monitoring and inspecting ADSI's performance under this Agreement. Any notices provided to Snohomish County under this Agreement shall be provided to Snohomish County's representative. Unless otherwise designated in an applicable Statement of Work, Snohomish County's representative is:

Cindy Hart
Deputy Director
Facilities Management
(425) 388-3320

cindy.hart@snoco.org

5.2 For purposes of performing under this Agreement, ADSI's representative shall be a designated Project Manager. The Project Manager shall be responsible for coordination of ADSI's performance under this Agreement. Any notices provided to ADSI under this Agreement shall be provided to ADSI's representative. ADSI's representative is:

Mr. James Filippi, President.
Applied Data Systems, Inc.,
8400 Golden Valley Road, Suite 200,
Golden Valley, MN 55427,
763-694-8900 ex 2861
jimf@adsi-fm.com

5.3 ADSI's personnel designated to perform services under any particular Statement of Work will not be changed without Snohomish County's consent, which shall not be unreasonably withheld or delayed. Snohomish County may request the substitution of any ADSI personnel provided that Snohomish County has first notified ADSI and allowed a reasonable period of time for corrective action, and ADSI will use commercially reasonable efforts to accommodate Snohomish County's request.

5.4 ADSI's personnel may be given electronic or other access mechanisms that allow physical access to Snohomish County facilities. ADSI agrees to use such mechanisms only for the purpose of performing Services under this Agreement, not to allow any third parties to use such mechanisms, and upon termination of this Agreement or at Snohomish County's request, to account for and return all such mechanisms in its possession. ADSI agrees to promptly report any loss of access mechanisms to the Snohomish County representative identified in this Agreement. ADSI shall bear all costs associated with the replacement of lost or stolen access mechanisms.

5.5 ADSI's personnel may be given access to Snohomish County's computer systems, applications or networks in order to perform services. ADSI agrees: (a) to use only the log-in identification and password ("Credentials") assigned by Snohomish County, (b) to correctly and completely log off the system upon completion of each session, (c) not to allow any other person to use the Credentials, (d) to keep the Credentials and all other information enabling system access strictly confidential, (e) to maintain a record of individuals who have access to the Credentials, (f) to refrain from accessing any Snohomish County's systems or data other than as specifically authorized, and (g) to use an industry standard virus protection program designed to prevent the spread of viruses or other malicious computer code to Snohomish County's systems. Notwithstanding anything in this Agreement to the contrary and without limitation as to nature or amount of damages, ADSI will be liable for all loss, costs and damages caused to the Snohomish County, Washington network or other facilities based on any breach of this Section 5.5.

5.6 ADSI's personnel may access Snohomish County's computers, applications or networks via its own computers or networks. In that case, ADSI must implement and maintain industry standard security procedures to protect network infrastructure, computers, applications and data from use or misuse by unauthorized persons. Specifically, and without limitation, ADSI must use commercially available and up to date firewall and antivirus products. ADSI will be responsible for maintaining security for connectivity between ADSI and the Snohomish County network. If the connectivity is achieved solely through the Internet, ADSI will use SSL, or reasonable equivalent, for the duration of any session in which information is passed between ADSI and Snohomish County. The SSL implementation must be approved by Snohomish County in advance. If the connectivity is achieved through Persistent Connection, then ADSI must comply with all reasonable security requirements and procedures established by Snohomish County and provided to ADSI and must use an industry standard virus protection program on all networks that ADSI maintains that may be accessed by the Persistent Connection. The Persistent Connection will be maintained for as long as necessary (but in any case will terminate immediately upon termination or expiration of the applicable Statement of Work). Snohomish County reserves the right to suspend or terminate the Persistent Connection in its sole discretion without notice. In the event of termination or suspension of the Persistent Connection, ADSI will not be responsible for performance of any obligations pursuant to this Agreement that cannot reasonably be performed without the Persistent Connection. Notwithstanding anything in this Agreement to the contrary and without limitation as to nature or amount of damages, ADSI will be liable for all loss, costs and damages caused to the Snohomish County network or other facilities through the Persistent Connection.

6. WARRANTIES

6.1 ADSI hereby warrants and represents that it and its employees and agents will adhere to the highest ethical and business standards, and that it and its employees have all training, skills, tools, and equipment necessary to competently perform the services described herein and that such services shall be performed in a timely, professional, and high quality manner in accordance with applicable professional standards, if any.

6.2 The Services, including any deliverables and any products provided by ADSI to Snohomish County, and the exercise by Snohomish County of its rights hereunder with respect to such items, will not infringe or misappropriate any copyright, trademark, patent, utility model, industrial design, mask work, trade secret or other proprietary right of any nature of any third party.

6.3 The Services performed by ADSI will comply with the applicable Statement(s) of Work, and any deliverables (including software) will comply with their specifications.

6.4 Compliance with Laws. ADSI will: (i) comply with all federal, state, and

local laws, ordinances, regulations and orders, including, but not limited to, all laws prohibiting harassment or discrimination of any kind in the workplace and laws relating to health, safety and the environment; (ii) file all required reports relating to such performance (including, without limitation, tax returns); (iii) pay all filing fees and federal, state and local taxes and government assessments applicable to ADSI's business as the same become due; (iv) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due; (v) maintain in effect during the Term of this Agreement any and all federal, state and local licenses and permits which may be required of ADSI to conduct its business, and obtain all permits, including, but not limited to, fire and environmental necessary under this Agreement. ADSI will provide Snohomish County with such documents and other supporting materials as Snohomish County may reasonably request to evidence ADSI's continuing compliance with this Section. Snohomish County will not be responsible for any of the payments, obligations, taxes or benefits set forth in this Section.

6.6 Union Activities. ADSI is not a party to any existing union contract that purports to obligate Snohomish County to the union, either as a successor or assignee of ADSI, or in any other way.

6.7 Other Agreements. ADSI's execution, delivery and performance of this Agreement will not violate any employment, nondisclosure, confidentiality, consulting or other agreement to which ADSI is a party or by which it may be bound.

6.8 Copy/Virus Protection. ADSI warrants there will be no undisclosed copy protection or similar mechanisms within any deliverables and any updates, upgrades, or new releases of such deliverables, as delivered by ADSI to Snohomish County, that will either now or in the future, interfere with the use of the deliverables. No deliverables will, as delivered to Snohomish County, contain any code or means designed to cause the deliverables to damage or destroy data, code, the deliverables, firmware, or hardware or any undisclosed means that cause the deliverables to lock up or cease to operate. Upon delivery, ADSI will certify that an industry standard virus protection program has been used to detect and remove any and all viruses, Trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots, software locks, drop dead devices or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or which would render inaccessible or impair in any way the operation of any software or hardware or data which the software is designed to process or use, or any other hardware, software or data attached to, resident on, or accessible to the system on which the software is executed or stored.

6.9 Data Loss. ADSI represents and warrants to Snohomish County that ADSI has a disaster and recovery plan ("Disaster and Recovery Plan") designed to safeguard Snohomish County's data and a data processing capabilities and the ADSI's ongoing ability to perform its obligations, including those under this Master Agreement in the

event of a disaster affecting: (1) ADSI's hosting site; and/or (2) Snohomish County. Since no software or hardware related to the Services shall be present at Snohomish County, ADSI shall manage all of the costs of the Disaster and Recovery Plan, including backups, and Snohomish County therefore incur no costs in that regard.

6.10 Computer Equipment. Any laptop, computer or other electronic device provided by ADSI for use in connection with the Services will be configured to current Snohomish County, Washington standards and requirements. Each electronic device must have anti-virus software at least as protective as the version currently being used by Snohomish County, Washington and must not have any personal firewalls, hacking or other destructive tools loaded. ADSI will not use, seek or obtain any unauthorized access to the Snohomish County, Washington network.

7. INDEMNIFICATION

7.1 ADSI shall hold harmless from and indemnify Snohomish 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 ADSI, ADSI'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: (i) of Snohomish County and its elected or appointed officials, employees, or agents, and (ii) ADSI 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 ADSI, its agents, employees, or subcontractors. ADSI'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 ADSI, ADSI's employees, agents, or subcontractors.

7.2 Industrial Insurance Act. With respect to the performance of this Agreement and as to claims against Snohomish County, its officers, agents and employees, ADSI 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 ADSI. This waiver has been mutually negotiated and agreed upon by the parties to this Agreement.

7.3 Indemnification. ADSI will indemnify and hold Snohomish 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 ADSI's software. If the County's continued use of ADSI software is restricted or prohibited as a result of such infringement, misappropriation, or violation of third party rights, ADSI shall, at the County's option and at no charge to the County, and in addition to the Couny's other rights and remedies, (1) secure for the County the right to continue using the ADSI software as allowed under this Agreement, (2) modify or replace the infringing components of the ADSI 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 ADSI software and services.

7.4 Upon Injunction. In the event any deliverable or portion thereof is in any action held to constitute an infringement or misappropriation and its use is enjoined, at any time following the assertion of a claim described in the preceding paragraph, ADSI shall use its best efforts promptly and at its expense to, at ADSI's sole discretion: (i) procure the right for Snohomish County, Washington to continue using such Deliverable or portion thereof, (ii) modify the affected Deliverable or portion thereof as necessary to cure the infringement, or (iii) replace the affected Deliverable or portion thereof with an alternative product that is functionally equivalent. In the event ADSI is unable to provide Snohomish County, Washington with one of the forms of relief described in this Section, ADSI shall reimburse Snohomish County, Washington the consideration paid to ADSI for the Deliverable only under this Agreement.

7.5 Exclusions. Notwithstanding ADSI's obligations set forth in section 7.3, ADSI will not be obligated to indemnify Snohomish County to the extent that an infringement or misappropriation claim is based upon (i) use of ADSI's Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (ii) use of ADSI's Software in combination with other products not supplied or recommended by ADSI or specified by ADSI as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (iii) use of any release of ADSI Software other than the most current release made available to Snohomish County at no additional cost, if the most current release was furnished to Snohomish 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 (iv) any modification of ADSI's Software made by Snohomish County (other than at ADSI's direction), if such infringement or misappropriation would not have occurred but for such modification.

7.6 In any action to enforce the terms of this Agreement, declaratory or otherwise, the prevailing party shall recover its costs and its reasonable attorney fees, at trial and through appeal.

7.7 Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. INSURANCE.

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees.
Coverage shall be at least as broad as, with limits not less than:

8.1 Workers Compensation Insurance in compliance with RCW Title 51.

8.2 Commercial General Liability insurance with a combined single limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate coverage. The County shall be added as an additional insured.

8.3 Upon the request of Snohomish County, ADSI shall provide a certificate or other proof of insurance.

8.4 Survival. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. LIMITATION OF LIABILITY

Except for damages arising under Sections 7.1, 7.2, 7.3 and 11, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages incurred by the other party or any third party, whether in an action in contract or tort, even if such party has been notified of the possibility of such damages. In no event, including damages under Section 7.1, 7.2, 7.3 and 11, shall the damages exceed the total amount of the insurance required in this Master Agreement.

10. OWNERSHIP

Except as otherwise provided in the applicable Statement of Work, all ideas, concepts, designs, techniques, inventions, methods, utilities, discoveries or improvements, whether patentable or not, that are conceived of or reduced to practice by ADSI or by one or more ADSI employees or agents in the performance of Services for Snohomish County under this Mater Agreement ("Inventions"), shall be the exclusive property of ADSI. With the respect to any Invention, ADSI hereby grants to Snohomish County a perpetual, non-exclusive, royalty-free license to use, modify and distribute such Inventions and related derivative works in the normal course of Snohomish County business. In this section, "normal course of Snohomish County business" means use, modification, distribution, or copying by Snohomish County employees (or employees of affiliated companies) for any purpose related to Snohomish County business operations. Any use, modification, distribution, or copying of Inventions by any other person or entity is prohibited. If ADSI includes previously developed and/ or copyrighted material in its work product for Snohomish County ADSI hereby authorizes Snohomish County to use, modify, distribute, or copy

such work products in the normal course of Snohomish County business; provided, however, that Snohomish County shall maintain any copyright notice that is indicated in ADSI's work products.

ADSI acknowledges that Snohomish County is the owner of data entered into ADSI systems and that ADSI acquires no rights or licenses, including without limitation intellectual property rights or licenses, to use the data for its own purposes by virtue of providing Services to Snohomish County. By virtue of providing Services, ADSI does not acquire and may not claim any security interest in Snohomish County's data.

11. RELATIONSHIP OF PARTIES

The relationship of ADSI to Snohomish County shall be one of independent contractors, and the parties do not intend to create any partnership, joint venture, employment or agency under this Master Agreement. ADSI agrees that it will perform the services under this Master Agreement as an independent contractor and not as an agent, employee, or servant of Snohomish County. The parties agree that ADSI is not entitled to any benefits or rights enjoyed by employees of Snohomish County. ADSI specifically has the right to direct and control ADSI's own activities in providing the agreed Services in accordance with the specifications set out in this Master Agreement. Snohomish County shall only have the right to ensure performance. Nothing in this Master Agreement shall be construed to render the parties partners or joint venturers.

ADSI shall not represent that ADSI is an agent of Snohomish County and shall not be authorized to bind Snohomish County in any way. ADSI shall be solely responsible for the payment of any and all taxes and benefits associated with employment arising under this Master Agreement, including without limitation, all applicable state and federal payroll taxes, Social Security withholding, employee benefits and other taxes, expenses or deductions in connection with the compensation received under the terms of this Master Agreement.

12. NON- DISCLOSURE

12.1. Confidential Information: During the course of this Agreement, each party may receive information from the other, including without limitation including proprietary software, proprietary documentation, information, knowledge, know- how, formula, concepts, patient identity and healthcare information, business practices, or other information that has been identified in writing as being confidential ("Confidential Information"). Neither party shall use such Confidential Information for any purpose other than those purposes specified in this Agreement. Nothing contained herein shall in any way restrict or impair either party's right to use, disclose, or otherwise deal with any information which: (i) is or becomes generally known by the public other than as a result of a disclosure by the receiving party; (ii) was independently known prior to receipt thereof, or made available to the receiving party as a matter of lawful right by a third party; or (iii) is required to be disclosed by law or court order. In the event the

receiving party is required by law or court order to disclose any Confidential Information, it will provide the other with reasonable notice prior to disclosure and will cooperate in limiting the disclosure of Confidential Information to legally required disclosures.

12.2 Public Disclosure Laws. ADSI understands and acknowledges that Snohomish County is a public agency subject to certain disclosure laws. In the event that Snohomish County receives a request pursuant to chapter 42.56 RCW, the Public Records Act, or any other similar or successor statute, to disclose any Confidential Information of ADSI's, including but not limited to, including proprietary software, proprietary documentation, information, knowledge, know- how, formula, concepts, patient identity and healthcare information, business practices, or other information that has been identified by ADSI in writing as being confidential, Snohomish County's sole obligations with respect to ADSI shall be: (i) to notify ADSI of the request within five (5) business days after the date on which Snohomish County receives the request; and (ii) to refrain from disclosing such records for a period of ten (10) business days from the date on which Snohomish County receives the request, so as to provide ADSI with a reasonable opportunity to seek legal protection against disclosure of the requested documents from a court of competent jurisdiction. Snohomish County will not withhold requested records beyond the ten (10) business day period specified above unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. Snohomish County may, but need not, join in any legal proceedings relating to the requested disclosure. In the event that ADSI initiates legal proceedings, or Snohomish County initiates legal proceedings or withholds requested records at ADSI's request, ADSI shall indemnify and hold Snohomish County harmless from and against any and all losses, costs, penalties, and expenses, including court costs and reasonable attorneys' fees, incurred by Snohomish County due to or in connection with such proceedings and/or withholding of the records. Snohomish County shall not be liable to ADSI for any loss, cost or expense suffered or incurred by ADSI in connection with any disclosure of requested records if Latitude fails to obtain legal protection against such disclosure and Snohomish County releases the records in good faith.

12.3 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. GENERAL

13.1 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

13.2 Complete Agreement. This Agreement, including all Exhibits and Attachments represents the entire Agreement between Snohomish County and ADSI with respect to matters covered herein and supersedes all previous proposals and/or agreements, whether written or oral. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are

required for the execution of this Agreement.

13.3 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of this Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.

13.4 Force Majeure. Neither party shall be responsible for any delay or failure in performance, caused by flood, riot, insurrection, fire, earthquake, strike, communication line failure and power failure, explosion or act of God, death of, or incapacitating illness or injury to, key personnel or any other force or cause beyond the reasonable control of the party claiming the protection of this paragraph.

13.5 Assignment. ADSI may not assign its rights and obligations under this Agreement without the prior written consent of Snohomish County. ADSI may not subcontract services without Snohomish County prior written consent, which consent shall not be unreasonably withheld.

13.6 Notice. Any notice required to be given by either party under this Agreement shall be in writing and sent by certified mail to the address of the other party as set forth above. Either party may deliver notice by email or facsimile to the last known operative email address or facsimile number and such notice shall be considered given when sent so long as written notice by certified mail promptly follows.

13.7 Certification Regarding Debarment, Suspension, and Other Responsibility Matters. To the best of ADSI's knowledge, ADSI certifies that it: (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has not, within the preceding three-year period been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (iii) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated herein; and (iv) has not, within the preceding three-year period, had one or more public transaction(s) (federal, state, or local) terminated for cause or default. Any change in the status of ADSI with regard to the certifications in this section during the term shall be reported immediately to Snohomish County, Washington.

13.8 Record Retention. ADSI shall maintain accurate and complete records evidencing its compliance with this Agreement and the Services performed hereunder

("Records"). All Records shall be available for inspection, copying, and audit Snohomish County, or its designee, during ADSI's normal business hours and upon reasonable notice, shall have access to such relevant portion of ADSI's Records for a period of three (3) years after the expiration or termination of this Agreement, for the purpose of verifying compliance with this requirement.

13.9 County Non-discrimination - It is the policy of Snohomish 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 Snohomish County Code (SCC). These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

ADSI shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the ADSI of ADSI's compliance with the requirements of Chapter 2.460 SCC. If ADSI is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of breach and immediate termination at Snohomish County's discretion. This provision shall not affect ADSI's obligations under federal, state, or local laws against discrimination.

13.10 Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI 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.

13.11 Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

13.12 Authority. Each signatory to the Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of Snohomish County or ADSI, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of Snohomish County or ADSI, as the case may be.

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INCORPORATED

APPLIED DATA SYSTEMS, INC.

(Authorized Signature)
James Filippi
Name (Printed)

President
Title
3/1/2014
Date

Snohomish County

(Authorized Signature)
Stephen Clifton 5/1/14
Name (Printed)

Executive Director
Title
5-1-2014
Date

COUNCIL USE ONLY
Approved: 4-16-14
Docfile: D-S

Approved as to form
Deputy Prosecuting Attorney
Snohomish County, WA
3/6/14

APPLIED DATA SYSTEMS
INCORPORATED

Exhibit A
Snohomish County, Washington
STATEMENT OF WORK #01

Project: ARCHIBUS Web Central

This SOW is subject to the terms and conditions of the Master Services Agreement between ADSI and Snohomish County dated 5/1/14.

1. **Executive Summary:**

The Facilities Department in Snohomish County oversees approximately 45 buildings totaling 1.8 million square feet. The Facilities Department consists of approximately 42 employees including management. The Department is responsible to provide quality, efficient, and safe facilities for other county departments by supporting the management, maintenance, planning and safety of buildings, grounds and other major county assets.

The Facilities Department currently uses a Maintenance Management system with web based access for customer request work orders, preventative maintenance, scheduling and reporting. The current system does not allow screen customization (such as changing fax numbers to cell phone numbers), does not allow flexibility in preventive maintenance scheduling such as floating maintenance schedules, does not allow changes to tables of data or to view data to check it for accuracy, such as editing asset names and offers very limited reports. The current system limits the ability to achieve the efficiencies of daily operations such as limited calendar scheduling and options along with lack of functions and flexibility for improved maintenance operations and resource allocations.

Therefore the County decided to issue an RFP to acquire a new CMMS application that would perform these functions and also be able to provide energy information management as an added functionality.

2. **Project Overview:**

Applied Data Systems will provide a Snohomish County solution that will be web based and fully hosted externally to Snohomish County. ADSI will also migrate all data, including work order and asset information, from the County's existing system 360 Facility application to the new CMMS system.

This project includes, acquiring the ARCHIBUS Web Central software, migrating the existing data into the ARCHIBUS database and providing training services on the new domains and activities. As part of this project the County will also be implementing Sky Foundry for energy information management and tying that to the ARCHIBUS CMMS application so that work orders can automatically be issued by the building automation systems.

Under this SOW technical support up to 100 hours and software updates are included in the initial fee. At the end of the first year the County will be on the most recent version of the software.

After implementation, ongoing technical support and software updates to provide for bug fixes and product enhancements. Software updates and patches will be coordinated with Snohomish County IT to ensure that change management policies are followed.

3. Project Description:

The defined software configuration consists of the latest shipping version of ARCHIBUS (currently V21.1) a Core Web Central, 25 Concurrent users for the following domains:

A. ARCHIBUS Software Activities

1) Web Central Core
2) Web Central ACP 25 User
3) Lease Administration
4) Bundled Package Space Management
5) Bundled Package On Demand & PM
6) Mobile Framework
7) Web Central Smart Client Extension for AutoCAD 2 Users

It is our understanding that the object is to deploy this application as "out of the box" as possible with limited customized programming. It is also our understanding that this project consists of the following.

A) **Acquire** and integrate ARCHIBUS Activities in an environment hosted by ADSI.
B) **Standardization** for identifying a common set of data practices and data.
C) **Convert** selected elements of the existing applications into ARCHIBUS.
D) **Interface** support for the exchange of data with systems that are identified as the source.
E) **Deploy** includes security, roles, processes, interfaces, responsibilities, dataflow, workflow and reporting.

F) **Support for a User Acceptance Testing** (UAT) environment and a production environment so that data can be approved prior to a production deployment.
G) **Training** will be broken up into several sessions that will concentrate on roles, with an overview of the system and system administration functions. This will allow training to be streamlined and will focus on the user's tasks. Users who have several process navigators and tasks that span multiple roles will be involved with these training sessions.
H) **Support** is provided during and post production deployment.

4. Project Deliverables:

The deliverables for this project are defined by the Best and Final offer and will include software access, implementation services, training and ongoing technical support:

Initial Fees:		one time implementation cost
Implementation Fee	$23,000	one time implementation cost
Training	$ 7,000	one time implementation cost
Estimated Travel and Expenses		one time implementation cost
SaaS Initialization	$ 0 Waived	one time implementation cost
Any other Initialization Fees and Expenses	None	one time implementation cost
Support for AutoCAD polyline	Incl in App support	one time implementation cost
Support for Import of Building Control System integration	$ 6,500	one time implementation cost
Support for Transferring Historical WO and Asset Data (if not included above)	Incl in implementation fee	one time implementation cost
Subtotal	$ 36,500	
Annually Recurring Fees		
SaaS System Access	$ 7,500	per year
Ongoing Application Support (assume 100 hours)	$12,500	per year
Any other Annual Recurring Fees	None	per year
Any other Annual Recurring Fees	None	per year
Subtotal	$ 20,000	

Monthly Recurring Fees for applications		
Application name _ARCHIBUS___	**$2,295**	**per month**
Application name _Sky Foundry_	**$ 395**	**per month**
Application name _____		**per month**
Mobile support for 25 technicians	**Incl in App support**	**per month**
AutoCAD support for 2-5 planners	**Incl in App Support**	**per month**
	$ 2,690	**Per month**
Total Initial Fee	**$ 36,500**	**one time implementation fee**
Total Recurring Fees	**$ 52,280**	**annual + annualized monthly recurring fees**
Additional consulting support as needed:		
Consulting support/hour	**$149.00**	

5. Not Included In This SOW:

The proposed work does not include the following:

- Deliverables not specifically noted in the SOW
- Data Repair is not part of this SOW
- Modifications to any ARCHIBUS Module or Activity outside of specified in the project deliverables
- Upgrades for customizations that are ordered, unless specifically identified.
- Modification to existing reports unless specified in the project deliverables.
- Sales Tax is not included in this SOW.
- Polylining CAD drawings
- Training manuals are not customized nor created for this project

ADSI has made every effort to be as inclusive as possible in this SOW; however we understand that all potential deliverables may not have been fully documented. Therefore, the pricing shown is only for the specific items identified as included in this scope of work. Any additions or changes to the scope will be handled through our change management process which will include making a specific request for the change and allowing ADSI to price the change for acceptance. Changes to the scope will only be performed after a signed change order is received.

6. Other Assumptions

Programming customizations will be priced in a separate SOW if identified as a result of the data gathering phase of the project.

7. Software Deliverables Purchase Option:

Milestone/Activity	Deliverables	Delivery Date	Cost
ARCHIBUS Software	SaaS access to the functions	Within 30 days of approved SOW and authorization to proceed	$ 2,295/mo
Sky Foundry	Base Product with a 10K Cap pack	Within 30 days of approved SOW and authorization to proceed	$ 395.00/mo
Professional Services	ARCHIBUS Implementation	15 days from receiving the Software.	$ 23,000.00
Professional Services	Sky Foundry Implementation	15 days from receiving the Software.	$ 6,500.00
Training	Professional Services	15 days from acceptance of implementation plan	$ 7,000.00
SaaS Access	Login Connectivity		$ 7,500.00/yr
Technical Support	Year 2-5 Technical Support	On anniversary of Effective Date of Master Agreement	$ 12,500.00/yr
		Sub TOTAL One time Cost	**$ 36,500.00**
		Sub total annualized Costs	**$ 52,280 year**

The following are the project phases with fees that will be invoiced monthly as deliverables are approved by the County.

Phase 1 Create overall Implementation plan	$ 7,000
Phase 2 County Access to ARHIBUS	$ 2,295/month invoicing Starts
Phase 3 Configuration of ARCHIBUS	$ 8,000
Phase 4 Training of site trainers and key staff	$ 7,000
Go Live	$ 5,000

	$ 7,500 SaaS System Access
Phase 5	
Sky Foundry Implementation with JCI Metasys	$ 6,500
	$ 395 per month invoicing Starts
Phase 6 AutoCAD Implementation	$3,000
Implementation, monthly and annual fees	$76,280

Technical Support due on anniversary of Effective Date of Master Agreement
$12,500/yr

Recurring fees	
ARCHIBUS and SkyFoundry/yr	$32,280
SaaS Login Connectivity/yr	$ 7,500
Technical Support/yr	$12,500
Total Recurring annual expense	$52,280

8. Total Price:
The price for this Statement of Work for the first year is $88,780 with annual recurring fees of $52,280 per year. The $52,280 per year includes monthly ARCHIBUS and Sky Foundry software access, Annual SaaS login connectivity and up to 100 hours of ADSI Technical support per year. At Snohomish County's option these can be billed monthly, quarterly or annually. Billing to be consistent with the Master Services Agreement.

9. Change Management
Project change management will be performed by Snohomish County staff in collaboration with ADSI throughout the project.

10. Snohomish County Obligations:
Snohomish County and ADSI will perform in a timely manner to expedite the progress of this time-sensitive project.

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Exhibit B

Applied Data Systems, Inc.
SERVICE LEVEL AGREEMENT

Customer ID
No. Agreement
No.

This Service Level Agreement ("SLA") describes certain performance and security components regarding services provided by Applied Data Systems, Inc ("Applied Data Systems" or "ADSI") to Snohomish County. This Service Level Agreement (SLA) applies if any of the following items have been procured from Applied Data Systems (the "Services").

- Hosting services for ARCHIBUS/FM Web Central with internet only access;
- Hosting services for ARCHIBUS/FM Enterprise with Citrix-based access;
- Hosting services for other software Systems with either internet access or Citrix-based access; and/or
- VPN access to either an ARCHIBUS/FM database or other software system database

This SLA is governed by the terms of the Master Agreement and Applied Data Systems' Privacy Policy. Applied Data Systems agrees to abide by the terms of this SLA, and Snohomish County agrees to do the same. Applied Data Systems shall utilize commercial best efforts to provide continuous and consistent service with respect to this SLA.

1. Service Description

Applied Data Systems will provide hosting services for ARCHIBUS/FM or other acceptable software Systems. Services covered by this SLA include:

1. Application Access via Citrix
2. Web Access
3. VPN Access for direct access to AutoCAD drawings and files
4. LAN to LAN VPN Access (Optional)
5. Technical Support
6. Web Central via SSL Certificate (Optional)
7. Web Central warm failover (optional)

8. Dedicated DBMS server instance (optional)
9. Development database (optional)
10. System and user access setup

a. Physical Security and Environmental Control

This section describes how Applied Data Systems protects the hosted services against unauthorized physical access and the threats of fire, power, temperature, humidity and other physical forces.

Physical access to the data center is protected by key card and key pad security Systems and strictly limited to authorized Applied Data Systems personnel. Other persons are admitted only on an as needed basis (e.g., to maintain hardware components) and only under supervision.

Environmental control provided by a redundant HVAC system.

Data center protected by state-of-the art fire prevention system.

Data Center standard UPS units backed up with an online natural gas generator.

b. Network Access and Security

This section describes how Applied Data Systems protects the hosted services against unauthorized network access and the related security measures Applied Data Systems takes to protect the Snohomish County. It also contains some customer technical requirements and certain premium services Applied Data Systems offers.

Applied Data Systems provides up-to-date International Center for Security Analysis (ICSA) certified firewall with Intelligent Layered Security architecture, which incorporates multiple defense layers and intrusion prevention capabilities.

All Applied Data Systems' servers utilize virus protection and signatures are updated on a daily basis.

Applied Data Systems utilizes multiple De-Militarized (DMZ) zones for supporting WEB, CITRIX and other traffic. These servers are located on a separate network address and domain. In addition these servers typically do not contain data except for graphic files, AutoDesk dwf's or other files required by the Snohomish County.

Applied Data Systems utilizes layer 3 switches to route traffic between the two networks as well as unique server names and hidden shares.

Applied Data Systems assigns Snohomish County their own exclusive web address, which supports traffic control from a specific Internet Protocol (IP) address or range.

Applied Data Systems provides the option to utilize Secure Socket Layers (SSL) for web traffic including secure login to get past the first page.

From the Citrix connection Applied Data Systems utilizes roaming profiles and policy managers at the desktop, and only the application and requirements are deployed to the user. Different user levels can have different options such as access to local drives, explorer, and application interfaces to manage the database. Citrix ICA client has different levels of encryption methods. At login into the system the user's login script will map Client drives and shares.

Applied Data Systems provides Virtual Private Network (VPN) access via LAN to LAN or Cisco Client IPSEC, 3DES. Each organization is assigned a group and password to provide access to the concentrator. Once connected to the concentrator, the application server can accessed via user name and password. Applied Data Systems provides additional ICSA firewalls on the backside of the VPN concentrator.

The Client's Relational Database Management System (RDBMS) in Oracle 8.0.5 and later, Sybase SQL Anywhere v8 and later, or Microsoft SQL Serverv 2000 or later can maintain security using standard accounts, integrated logins, or database level security.

Applied Data Systems enables additional levels of security to be assigned by the applications. File level security can be assigned beyond the group assignments.

Applied Data Systems configures each server with a switched one hundred (100) Megabit per Second (Mbps) Fast Ethernet connection. Applied Data Systems connects to multiple Internet backbones through OC3 lines, within a major telecommunications hub.

Applied Data Systems provides "hot" redundancy of Wide Area Network (WAN) linkage through Virtual Router Redundancy Protocol (VRRP) services on our routers, with primary bandwidth provided by the Minneapolis Point-of-Presence (POP) and failover bandwidth via Chicago. Dual-NIC 1 GB is standard across all production servers on the LAN network.

Snohomish County Responsibilities:

Snohomish County (or its employees or agents) are responsible for properly maintaining the functional operation of all workstation equipment including connectivity to the Internet.

Prior to contacting ADSI with any connectivity problems, Snohomish County will verify that it has basic internet connectivity and is able to reach major sites such as www.msn.com or www.yahoo.com. Snohomish County will also make reasonable effort to ensure that firewalls, Access control Lists (ACL), or other policies have not been changed or put in place since connectivity was last possible.

Snohomish County's Network Administrators must allow permissions for installation and configuration of necessary software to communicate with the hosting environment, which may include ARCHIBUS/FM, VPN, or CITRIX ICA clients.

Snohomish County is responsible for configuration of its firewalls and ACL's to allow all necessary ports to be used.

Snohomish County is responsible for maintaining up to date workstation patches, as well as anti-virus protection.

Snohomish County is responsible for ensuring that changes to the data or database structure do not adversely impact access and usability. If Applied Data Systems traces issues related to access and usability back Snohomish County changes to data or data structure, Snohomish County is responsible for all additional service costs for the troubleshooting and correcting the problem. These service costs are billable at the then current service rate.

Premium Services:

For additional fees, Applied Data Systems will be pleased to help

Snohomish County establish: ~ SSL encryption for Citrix and Web access.

a. Data Security

This section describes the significant measures Applied Data Systems takes to protect customer information and contains important requirements for customers to follow to further enhance data security:

> All customer data is located on secure servers or directories that require access authentication.
>
> Applied Data Systems installs third-party anti-virus software on its front-end Simple Mail Transfer Protocol (SMTP) servers which are utilized for the Microsoft Exchange e-mail service. This software is configured to check all messages coming into and leaving the Exchange server for viruses according to the virus-detecting heuristics provided with the software. As a part of the Anti-virus software service, these heuristics are regularly updated. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message.
>
> Applied Data Systems employs Redundant Array of Independent Disks (RAID) techniques to ensure the redundancy and integrity of the data on its servers.
>
> All customers will have their databases and data regularly backed up. For customers with a Microsoft SQL Server – based ARCHIBUS/FM deployment, Full snapshot backups are performed every two (2) hours and replicated at our DR Site and Tape backups are performed every twenty-four (24) hours between the hours of 12am and 2am CST, seven (7) days a week. For customers with an Oracle – based ARCHIBUS/FM deployment, full database backups are performed every two (2) hours, seven (7) days a week. AutoCAD

drawing files and other data files not stored as Binary Large Objects (BLOBs) are fully backed up once every seven (7) days on Sunday and incrementally every 24 hours between the hours of 3am and 6am CST, six (6) days per week from Monday through Saturday.

Backup snapshots are stored on the server and a separate (Network Accessible Storage) NAS device as well as on the offsite SAN.

All customer data is backed up to tape using Applied Data Systems' AIT tape backup library system by Sony.

Tapes are stored in an off-site location by end of the next business day. Daily backup tapes are retained for a period of two (2) weeks, and kept in a three (3) week rotational system. Two (2) permanent tapes are taken twice monthly at the beginning and middle of each month. One tape from each cycle remains on site, and the other is taken off-site. These tapes are retained for a period of five (5) years. ADSI may change the off-site storage location with thirty (3) days notice to Snohomish County.

NOTE: Nightly and weekly backups are performed for disaster recovery purposes only. Applied Data Systems is not responsible for data loss resulting from the failure or loss of the data storage or backup media.

Snohomish County Responsibilities:

The following customer requirements enhance data security:

Snohomish County agrees to use discretion granting administrator privileges.

Users must not share their login identifier or password.

ADSI recommends that users change their passwords at least every forty-five (45) days.

Users must select passwords that are eight (8) characters or longer that include a combination of upper and lower case with mixed alpha and numeric text.

Applied Data Systems advises the Snohomish County use up-to-date, workstation level anti-virus software. Applied Data Systems is not responsible for infection of end-user devices or lost or corrupted messages due to anti-virus software running on our Exchange server.

2. Service Availability

a. Coverage – Definitions

As used herein, the term "Service Availability" means the percentage of a particular month (based on 24- hour days and an assumed 30-day month) that access to Applied Data Systems' data center network, shared hosted applications, fully-managed customer servers and Customer's data are available.

b. Guarantee

Applied Data Systems will use commercial best practices to provide Customer with 99.9% service availability relating to its hosting.

Service availability is calculated by the number of hours the service is available to Customer plus the total number of hours, if any, the service is scheduled to be unavailable, divided by the total number of hours in that month

c. Penalty for non-compliance

Subject to Sections 2.d. and 2.e. below, if the Service Availability is less than 99.9%, Applied Data Systems will issue a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Service Availability	Credit Percentage
99.9 to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

d. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

Circumstances beyond Applied Data Systems' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

Failure of access circuits to the Applied Data Systems Network, unless such failure is caused solely by Applied Data Systems;

Scheduled maintenance and emergency maintenance and upgrades;
Dynamic Names Server (DNS) issues outside the direct control of Applied Data Systems;

Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer) including, without limitation, custom scripting or coding (e.g., AVW, AXVW, SQL, DHTML, Java, Javascript, CGI, Perl, HTML, ASP, etc), data structure changes, any negligence, willful misconduct, or use of the Services in breach of Applied Data Systems Terms and Conditions;

Outages elsewhere on the Internet that hinder access to your account.

e. Credit Request and Payment Procedures

To receive a credit, Customer must make a request by sending an e-mail message to the Customer's Applied Data Systems Account Executive and carbon copy support@adsi-fm.com. The e-mail message MUST include the GroupID (Unique Organization ID defined by Customer at signup) of the Customer's account in the "Subject" line. Each request in connection with this SLA must include the dates and times of the unavailability of Customer's service and must be received by Applied Data Systems within ten (10) business days after the end of the calendar month when Customer's service was not available. If the unavailability is confirmed by Applied Data Systems, credits will be applied against the next billing cycle after Applied Data Systems' receipt of the Customer's credit request.

Credits are not refundable and can be used only towards outstanding or future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA shall not exceed the total hosting fee paid by Customer for such month for the affected Services.

f. Scheduled Maintenance

To guarantee optimal performance of the Service, it is necessary for Applied Data Systems to perform routine maintenance on the Data Center. Such maintenance often requires taking servers off-line and is typically performed during off-peak hours.

Maintenance on servers and network infrastructure are classified into three levels:

> Level 1: Nightly from 2:00am to 3:00am CST. Web server service is shutdown to perform service and maintenance.
>
> On-Going every two (2) hours, seven (7) days per week, 365 days per year. An update to the Anti-Virus software is performed.
>
> Level 2: Periodically scheduled maintenance is performed to apply regular patches and updates to operating system, support, and server software. Customer will be given 24 hours notice prior to these maintenance shutdowns.
>
> Level 3: Occasionally, emergency maintenance must be performed to address urgent situations as identified by Applied Data Systems' staff,

industry monitoring services, and software vendors.
These maintenance actions, which cannot wait for scheduling, typically involve a clear and present threat to access or security from malicious sources. Customer will be notified the moment these emergency shutdowns become necessary.

Applied Data Systems will use commercial best practices to schedule all service outages at non-peak hours and limit their occurrence to strictly necessary upgrades and required maintenance.

Scheduled outages are broadcasted via e-mail to the two designated Customer administrators.

It is the responsibility of the administrators to notify all persons within their organizations of scheduled outages.

g. Performance Analyses and Benchmarking

Customer agrees to permit Applied Data Systems to perform database system analysis to benchmark and develop performance indicators which can be used to set performance goals and determine where performance issues exist. All performance analysis and benchmarking will be performed on backed up version of Customer databases and will not impact usability or performance on production databases.

3. Technical Support

This section describes how Applied Data Systems maintains high quality customer care to ensure Customer satisfaction.

a. Support Coverage

Technical support covered within this SLA is limited exclusively to issues relating to connectivity, user account maintenance, and restoration from backup.

NOTE: Support for any other issues, including 'how to' questions and assistance within the hosted application(s) are covered under a separate Technical Support Agreement.

b. Staff Availability

Staff availability is Monday through Friday from 8:00am to 5:00pm CST. Access to staff outside these hours is based on pre-arranged scheduling and is billed at an overtime rate of 200% of the contract's standard hourly service rate.

Servers and the data center environment are monitored 24 x 7 x 365 and will auto-notify staff in the event of a failure. The staff will respond within two (2) hours of the notification and ADSI will make every effort to have services restored within four (4) hours of notification.

c. Forms of Support

Applied Data Systems provides a variety of ways for Customer to request help or otherwise make inquiries.

Telephone support (1-763-694-8900)

Email support (support@adsi-fm.com)

Webex & Citrix session shadowing support (by appointment)

d. Communications

Customer shall designate two (2) contacts to handle all communications with Applied Data Systems. Email notifications will be set to these individuals for any scheduled outages and phone calls placed when necessary. Emails sent to support@adsi-fm.com will be evaluated based on the type of issue and its urgency and assigned an incident priority based on the prioritization schedule outlined in section 3e of this Agreement, Technical Support Incident Prioritization.

Customer requests for support submitted via email during normal business hours (9am to 5pm CST) that are not answered within two (2) hours can be escalated by calling the main office phone number to inquire about status. Requests submitted during non-normal business hours (5pm to 9am CST) that are not answered within two (2) hours can be escalated by calling the main office phone number and selecting an emergency. This will automatically notify the on-call technical support person.

e. Technical Support Incident Prioritization

Applied Data Systems' Technical Support Team prioritizes Incidents as follows:

"Critical Business Impact" is defined as a product inoperative condition impacting a production environment. This includes issues related to software licensing, recurring software crashes, login problems, database or Citrix connection problems, or any other problem that directly impacts the Customer's ability to use the software.

"High Business Impact" is defined as a condition possibly endangering a production environment. The software may operate but is severely restricted. This includes issues related to software system administration, data, reporting, and software system usability relating to software features, functions, or overall performance.

"Low Business Impact" is defined as a condition with a majority of software functionality is still usable. However, some circumvention may be required to provide service. This includes minor problems or questions that do not affect the software function.

f. Technical Support Incident Prioritization and Response Targets

Incident Priority	*Initial Response Time*	*Service Level Description*
1	1 Business Hour	"Critical Business Impact" or product inoperative condition impacting a production environment.
2	2 Business Hours	"High Business Impact" condition possibly endangering a production environment. The software may operate but is severely restricted.
3	8 Business Hours	"Low Business Impact" condition with a majority of software functionality still usable. However, some circumvention may be required to provide service. Includes minor problems or questions that do not

g. Technical Support Incident Escalation Procedure

a. INITIAL CONTACT: Initial contact by the Customer with Applied Data Systems can be via telephone or email. Calls are channeled to our Technical Support Team where an incident tracking number and priority are assigned.

b. INCIDENT DIAGNOSIS & INVESTIGATION:

i. Based on the incident priority assigned, the Technical Support Team specialist will contact the Customer to determine the nature of the incident (i.e., is it an environmental or product functionality issue? an issue of understanding? configuration).

ii. If the issue is related to this SLA, a Level I Technical Support Team specialist will identify the scope of the problem and document any other impacts as well as the historical events leading up to when the incident was first encountered.

iii. If the issue is related to an active Application Support Agreement, a Level I Technical Support Team specialist will identify the scope of the problem and document any other impacts as well as the historical events leading up to when the incident was first encountered.

iv. The Level I Support Team Specialist may continue working on this incident or may escalate it to a higher level Technical Support Team specialist per section 3.g.c of this agreement.

v. The Support team will search applicable knowledgebases of known issues for solutions or for similar symptoms.

vi. If a possible solution is found, the Customer is informed and confirmation regarding the proposed resolution is requested.

vii. If the incident remains unresolved, it is escalated internally per the following sections.

c. ESCALATION – LEVEL I:

i. Once an incident has been escalated, the Manager of Technical Support is notified.

ii. The Manager of Technical Support reviews the incident. Based on the incident's priority, nature and scope Technical Support will involve other technical resources such as programmers, technical project managers, application specialists, and system administrators.

iii. The team will continue to investigate and troubleshoot until a solution is found. Additional information (system logs, dumps, configuration files, database, and drawings) may be requested to replicate the problem on our internal servers.

iv. If a possible solution is found, the Customer is informed and confirmation regarding resolution is requested.

v. If the incident remains unresolved after ADSI has exhausted all possible options, it is escalated externally to the appropriate manufacturer(s).

d. ESCALATION – LEVEL II: Incidents that are believed by ADSI to be software bugs are escalated to the appropriate manufacturer. ADSI works with the manufacturer until fixes to bugs are found. The Technical Support specialist will provide the Customer with daily progress updates where the incident priority is 1 or 2 and weekly progress updates where the incident priority is 3. Note: Manufacturer resolution may require an upgrade of software or hardware and may involve additional fees.

If Applied Data Systems fails to comply with the response procedures described above, it will give Customer one (1) full day's credit.

Customer Responsibilities:

It will be the Customer's responsibility to maintain current profile information for their administrators in order to receive notifications, which are made via e-mail.

4. Data Responsibility

This section describes data responsibility.

a. Applied Data Systems' Data Responsibilities

~ We are not responsible for the validity of the data contained within Client database(s). All of such data is warranted by Customer to be valid and in a condition compatible with the system(s) for which such data is to be utilized.

5. Software Licensing

This section describes the software licensing responsibilities of Applied Data Systems and its customers. It is understood, that Applied Data Systems behaves in the role of an outsourced IT department with the responsibility of hosting and supporting the ARCHIBUS/FM application, drawings, data, and relational database management system (Sybase, Oracle or Microsoft SQL Server).

a. Applied Data Systems' Software Licensing Responsibilities:

Applied Data Systems is responsible for providing database management system software (Sybase, Oracle or Microsoft SQL Server), Citrix, VPN, and all necessary support software including operating Systems, back-up software, firewalls, web servers, virus protection, rendering engines, and monitoring and management technology licensing and anti-obsolescence protection by maintain current software subscription.

All licensing fees for all software necessary to host ARCHIBUS/FM, except the ARCHIBUS/FM application, the AutoCAD application and any Client required 3rd party application software, are the responsibility of Applied Data Systems.

Applied Data Systems is responsible for the terms and conditions of all user licensing agreements for all software necessary to host ARCHIBUS/FM except for the ARCHIBUS/FM application, the AutoCAD application and any Client required 3rd party application software.

b. Snohomish County's Software Licensing Responsibilities

Under all circumstances the Snohomish County is responsible for providing ARCHIBUS/FM, AutoCAD and Snohomish County required 3rd party application software licensing and anti-obsolescence protection by maintaining current software subscriptions from the software vendors.

All licensing fees for ARCHIBUS/FM, AutoCAD and any Snohomish County required 3rd party application software are the responsibility of the Client.

Snohomish County is responsible for the terms and conditions of all user licensing agreements for the ARCHIBUS/FM, AutoCAD and Client required 3rd party Software.

6. Billing inquiries

Billing inquiries should be sent to Client's Applied Data Systems' Account Executive.

All inquiries regarding subscription of new accounts or the addition of services should be addressed to Client's Applied Data Systems' Account Executive.

7. Business Continuity Provision

In the event that Applied Data Systems is unable to continue service to Snohomish County, Applied Data Systems will use commercial best effort to provide no less than two (2) weeks of interim service.

During this period, Applied Data Systems will provide access to and at no cost the most current data backups, as well as all necessary information, including application settings and utilities, in order to facilitate a transition of Snohomish County's service to another provider or in-house implementation.

8. Miscellaneous

a. Change Orders, Interruptions, and Termination – Applied Data Systems is not obligated to perform any additional services not specifically referenced in this SLA or applicable Statement of Work. If Applied Data Systems agrees to perform additional services, charges for Snohomish County's change orders will commensurate with the additional requirements and the status of Applied Data Systems' work in process at the time of the Applied Data Systems receipt of Snohomish County's change requirement, and Applied Data Systems written or verbal acknowledgement. Rescheduling shall be at the discretion of Applied Data Systems. Upon termination or cancellation, payment shall be made for the Services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Applied Data System in performing the Services prior to receipt of the termination notice.

b. Limitations of Damage. – Snohomish County agrees that regardless of the claim or the form in which any legal or equitable action may be taken, Applied Data Systems shall not be liable for any amount greater than the total amount of the insurance required in this Master Professional Services Agreement.. Applied Data Systems shall not be liable for any damages arising from delay in the performance of services. The happening of any contingency beyond Applied Data Systems' reasonable control shall not constitute cause for cancellation, but shall extend Applied Data Systems' time to perform the required service for a period equal to the duration of such contingency. All services furnished by Applied Data Systems, and all work performed utilizing Applied Data Systems' equipment and facilities, whether conducted by Applied Data Systems or Snohomish County's personnel, shall be at the risk of Snohomish County, and Applied Data Systems shall not be liable for loss of, or damage to, property furnished by Snohomish County while such

property is on Applied Data Systems' premises.

(Refer to the Master Service Agreement, Section 7. Indemnification.)

9. Business Continuity Provision

In the event that Applied Data Systems is unable to continue service to Snohomish County, Applied Data Systems will use commercial best effort to provide no less than two (2) weeks of interim service.

During this period, Applied Data Systems will provide access to and at no cost the most current data backups, as well as all necessary information, including application settings and utilities, in order to facilitate a transition of Snohomish County's service to another provider or in-house implementation.

APPLIED DATA SYSTEMS
INCORPORATED

Customer ID No:_____
Agreement No: _____

Exhibit C
Applied Data Systems, Inc.
AGREEMENT FOR TECHNICAL SUPPORT

This Agreement for Technical Support (the "Support Agreement") is entered into, between Applied Data Systems, Inc., a Minnesota corporation with principal offices at 8401 Golden Valley Road Suite 200 Golden Valley, MN 55427 ("ADSI") and Snohomish County, Washington, a political subdivision of the State of Washington, with its principal place of business at 3000 Rockefeller Avenue, Everett, WA 98201, (the "Customer" or "Snohomish County"). This Support Agreement is subject to the terms and conditions contained in the Master Agreement entered into by and between ADSI and Snohomish County on _____ _____, 2014.

SERVICES
This Support Agreement governs the delivery of post-sale technical support provided by Applied Data systems, Inc. personnel in response to call by Customer. The support may be provided over the telephone, on-site, or via a dial-in support as determined by Applied Data systems, Inc.

TERM
Under this Support Agreement, ADSI will provide annual technical support to Customer. This Support Agreement will commence on the Effective Date of the Master Professional Services Agreement and will terminate simultaneously with that Agreement.

CHARGES
Customer agrees to pay ADSI, in advance, an annual subscription fee beginning on the first anniversary of the Master Professional Services Agreement for technical support of the ARCHIBUS® software products. These products include all of the modules for ARCHIBUS®. The charge for technical support for year 2 and 3 shall be $12,500 for each year. The charge for technical support for any subsequent years will be negotiated by the parties. Any and all taxes, however designated whether local, state, or federal (excluding taxed based on the net income of ADSI), levied, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Customer or, if paid by ADSI, shall be reimbursed to ADSI.

TERMINATION
Customer may terminate this Support Agreement at any time by providing five (5) days written notice to ADSI. In the event that this Support Agreement is terminated early, Customer shall be entitled to receive a pro-rata refund of the payments advanced for months in which services are not provided.

PRODUCTS COVERED
Under this Agreement, ADSI will provide technical support for each product sold or delivered by Applied Data systems, Inc. as listed in the then-current Software Support Product List as published by Applied

Data Systems, Inc. from time to time (Schedule A attached and made a part hereof) and for which Customer holds a valid license. Applied Data Systems, Inc. reserves the right to add or delete products from time to time, with ninety days (90) written notice to customer.

CALLS

Under this Agreement, Customer may place an unlimited number of calls to Applied Data Systems, Inc. for technical product support. Each call shall be charged a minimum of fifteen (15) minutes of time. Calls exceeding fifteen (15) minutes may be charged to customer to the nearest fifteen (15) minute increment. One on-site support visit for a duration of one (1) hour excluding travel time and expenses is included in the agreement. Time spent in excess of one (1) hour will be billed at the additional unit rate. Applied Data Systems, Inc. will provide a number for such calls, and will accept calls during the hours of 8:00 AM Central Time and 5:00 PM Pacific Time. If personnel are available technical support may be provided outside of the above stated hours, but is not guaranteed. Travel and per diem expenses for an on-site visit will be billed in addition to the Support Agreement at actual cost.

AUTHORIZED CALLERS

Customers may designate up to two (2) authorized callers per Service Agreement. Authorized callers must be located at the address listed on the first page of this Agreement. Customer's Agreement number and the identities of the designated caller(s) will be verified by Applied Data Systems, Inc. when the support call is taken. The names of the initial authorized callers are specified on the last page of this Agreement. Customer may change its authorized callers at any time, by written notice to Applied Data Systems, Inc. Customer may also designate an alternate caller when the designated callers are on an authorized leave. If Customer wants to have more than two authorized callers contact Applied Data Systems, Inc. for direct telephone support, customers must pay another subscription fee for each group of two (2) additional callers.

PERSONNEL

Applied Data systems, Inc. will make every effort consistent with sound business practices to honor the specific requests of the Customer with regard to the assignment of personnel; however, ADSI reserves the right to determine the assignment of its employees to serve a particular customer.

WARRANTIES AND LIMITATIONS

Applied Data Systems, Inc. warrants that the telephone support supplied pursuant to this Agreement will be supplied by qualified personnel in conformity with the standards generally prevailing in the industry for similar services. Applied Data Systems, Inc. makes no other warranties either express or implied, including any warranty that it will be able to answer any or all of the Customer's questions concerning the operation of the supported products. Applied Data Systems, Inc. disclaims any obligation to answer any of Customer's questions concerning the operation of any computer on which the supported products have been installed or concerning associated networking products or software supplied by others. Customer specifically acknowledges that Customer has contracted with Applied Data Systems, Inc. for services subject to the warranty limitations contained in this section.

Technical support under this Agreement is limited to answering questions about the supported products, exclusively. Applied Data Systems, Inc. will provide technical support to Customer on a best-effort basis.

No representation is made on no guarantee is given that Applied Data Systems, Inc. will be able to answer questions posed by Customer about hardware, operating systems, networks, or software written by other manufactures or authors.

APPLIED DATA SYSTEMS, INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING TECHNICAL SUPPORT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

Customer agrees that Applied Data Systems, Inc. shall not be liable to Customer for any loss, injury, claim, liability or damage of any kind (Including loss of information or data) directly resulting from Applied Data Systems performance under this Technical Support Agreement. If, notwithstanding the previous sentence, Applied Data Systems, Inc. shall be found liable to Customer, in no case shall ADSI's liability under this Agreement exceed, in the aggregate, the amount of the minimum insurance required in the Master Agreement.

IN NO EVENT WILL APPLIED DATA SYSTEMS, INC. BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) ARISING FROM, OR IN CONNECTION WITH, THIS TECHNICAL SUPPORT AGREEMENT, EVEN IF APPLIED DATA SYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF THE ACTION.

GENERAL

The term "this Service Agreement" as used herein includes any future written amendments, modifications, or supplements made in accordance herewith.

Authorized Caller #1		Authorized Caller #2	
Name	Leeann Sharp	Name_	Cindy Hart
Title	Facilities Mgmt Services Coordinator	Title____	Deputy Director
Department	Facilities Management	Department_	Facilities Management
Telephone	425-388-3205	Telephone	425-388-3320