

INVESTMENT AND DEBT MANAGEMENT SYSTEM MASTER CONTRACT

SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND SYMPRO, INC.

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT is made this 15th day of November, 2008, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and Sympro, Inc. a California-based firm, incorporated under the laws of the State of California, and duly licensed to conduct business in Washington State (the "Contractor").

1. Recitals

Whereas,

1.1 The County Treasurer Department has a need to purchase an automated investment and debt management system to allow Junior Taxing Districts entry into the Snohomish County Investment Pool, and to provide timely accurate accounting and reporting of investments.

1.2 The Contractor has developed and owns certain proprietary software for use in providing the County Treasurer an automated system for investment and debt management. The County desires to obtain a license to use such software and have the Contractor develop certain minor modifications and enhancements for the County and provide ongoing 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 of the mutual covenants and agreements herein, the parties agree as follows:

2. Definitions

2.1 **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; (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.

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

2.3 **Custom Software** means those Deliverables that are classified in Exhibit A, attached hereto and incorporated herein, as Custom Software, as well as the documentation related thereto.

2.4 **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.

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

2.6 **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.

2.7 **Functional Specifications** shall mean those specifications to which the Software and the System shall conform as set forth in Exhibit A, and RFP-10-08, Forms 8 through 12.

2.8 **Hardware** is not applicable to this purchase from the Contractor.

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

2.10 **Material Defect** means Critical Defect and/or Medium Defects.

- 2.11 **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.
- 2.12 **Object Code** shall mean the binary machine-readable version of the Software.
- 2.13 **Performance Standards** means, collectively the warranties and performance standards set forth in Section 1.3, Exhibit A, and RFP-10-08.
- 2.14 **Regulatory Requirements** are not applicable to this contract.
- 2.15 **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.
- 2.16 **Service Level Standards** means the service level standards set forth in Section 11.4, Exhibit A, and RFP-10-08 document.
- 2.17 **Site** shall mean the County's facilities in Snohomish County, Washington.
- 2.18 **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.
- 2.19 **Software Acceptance Plan** shall mean that plan set forth in Exhibit A.
- 2.20 **"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.
- 2.21 **Standard Software** means those Deliverables that are classified, in Exhibit A and RFP-10-08 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 and RFP-10-08.

2.22 System means the Deliverables to be installed and integrated so as to be operational at the County Site.

2.23 Warranty Period means the period commencing upon system installation and continuing for 180 days.

2.24 Work Product means all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, authored, designed, programmed, invented or otherwise created or made by Contractor (whether solely or jointly with others) in connection with or as a result of its performance of the Services.

2.25 Prime Contractor means the firm executing this agreement or its' assignees with respect to all services, and the Contractor's Investment and Debt Management application software set forth in Vendor's Response to RFP-10-08, dated July 9, 2008.

It is understood that the Prime Contractor will warrant and maintain all services subcontracted by the Prime Contractor. The Prime Contractor shall remain solely responsible for all performance under this Agreement with respect to all services, products, and the Investment and Debt Management application software set forth in the Vendor's RFP-10-08 response and Exhibit A.

3. Scope of This Agreement.

3.1 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.

3.2 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 Support and Maintenance Services.

4. **Software and Services.**

4.1 **License Grant.** Subject to the terms of this Agreement, Contractor hereby grants to the County, and the County accepts, a non-transferable, non-exclusive, and perpetual license to use the Licensed Products and documentation solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Site by the number of Authorized Users stated in the attached Exhibit A or such Authorized Users added during the Term. The County shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

4.2 **Work Product.**

4.2.1 **Ownership.** The County will be the exclusive owner of all Work Product. To the extent permitted under the U.S. Copyright Act (17 USC §101 et seq., and any successor statute thereto), Work Product will constitute "works made for hire," and the ownership of such Work Product will vest in the County at the time they are created. In any event, Contractor hereby assigns and transfers to the County, without separate compensation, all right, title and interest that the Contractor may now or hereafter have in the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights") therein. To the maximum extent allowed, the Contractor hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Work Product under any law relating to "the moral rights of authors" or any similar law throughout the world. The Contractor will promptly disclose to the County all Work Product.

4.2.2 **Non-Employees.** If any individual or entity who is not a direct employee of Contractor performs or otherwise participates in any Services, Contractor will obtain from such non-employee a legally binding, written assignment sufficient to transfer to the County all of the non-employee's rights, title and interest in and to the Work Product. Upon the County's request, Contractor will provide the County with copies of all such assignments.

4.2.3 **Further Acts.** Contractor, its employees, agents, subcontractors and affiliates, will take such action as the County reasonably may request to evidence, transfer, vest

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 County may obtain performance of the work elsewhere, and 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. 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.

5.2.2 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 for partially completed items, but shall not be entitled to payment for loss of anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for the 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.

5.2.3 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

or confirm the County's right, title and interest in the Work Product.

4.2.4 **Use.** Except as required for Contractor's performance of the Services or as authorized in writing by the County, Contractor will not use, disclose, publish or distribute any Work Product. Contractor will hold all Work Product in trust for the County and will deliver them to the County upon request and in any event upon the expiration or termination of this Agreement.

4.3 **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.

4.4 **Service Level Standards.** The Contractor shall provide the Software and Services according to the performance criteria and Service Level Standards set forth in Exhibit A, RFP-10-08, and Exhibit C, attached hereto and incorporated herein.

5. **Term of Agreement**

5.1 **Term of Agreement.** The initial term of the Agreement shall commence upon execution and continue for one (1) year(s) from the date of Acceptance of the System, and may be extended by the County for ten (10) additional one (1) year option terms by providing written notice, subject to termination as provided in this Agreement.

5.1.1 The Warranty Period begins at software installation for a period of one hundred and eighty days (180) days and thereafter ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

5.1.2 The maximum term for this Agreement, consisting of the initial term and all option term(s), is eleven (11) years from Acceptance unless extended by written agreement signed by all parties.

5.1.3 Notwithstanding termination of this Agreement for any reason, the Software License granted in this Agreement shall be perpetual.

5.2 **Termination.**

5.2.1 **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

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.

5.2.4 Effect of Termination. 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.

6.1 Within ten (10) business days of the Contractor providing notice to the County that the System has been installed 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.

6.2 The acceptance testing shall include thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.

6.3 If the County Accepts the Work, the County will send a notice of Acceptance to the Contractor.

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

6.5 The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make corrections 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.

6.6 Another thirty (30) 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.

6.7 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.

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

7. **Price and Payment.**

7.1 The County shall pay the Contractor One Hundred Forty Three Thousand and Forty Dollars (\$143,040) 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 A. Annual recurring charges for Support and Maintenance Services in years one (1) through three (3) shall remain "Firm Fixed" and not exceed Fifteen Thousand Eight Hundred Forty Dollars (\$15,840), or 18% of the software costs, per year for a total of Forty Seven Thousand Five Hundred Twenty Dollars (\$47,520). After year three, costs for annual maintenance and support shall not increase more than the greater of CPI or 3% from the previous year.

7.2 Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit A, or approved in writing in advance by the official executing this Agreement for Snohomish County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

7.3 The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service and Software pursuant to the fee schedule set forth in Exhibit A. 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 RFP-10-08.

7.4 **Dispute.** Should the County dispute any of the charges on its monthly 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. If agreement cannot be resolved 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 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 thirty (30) days of the date of the reissued invoice.

8. Support Services.

8.1 Training Services. As defined in Exhibit A.

8.2 Installation Services. As defined in Exhibit A.

8.3 Software Support and Maintenance Services. As defined in Exhibit C.

9. Confidentiality and Public Disclosure.

9.1 **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.

9.2 **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 within five (5) business days and 2) refrain from disclosing such records for a period of up to ten business days to provide 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 loss, cost, and expense, including reasonable attorney's fees, relating to the proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or expense relating to disclosure of requested records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith.

9.3 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

10.1 **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 for each license purchased by the County, and at no additional charge to Customer, one (1) copy of the documentation sufficient to enable the County to operate the Software. All documentation shall be in the English language.

10.2 **Object Code.** The County may reproduce one copy of the Object Code, at no additional charge, solely for back-up or archival purposes.

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.

11.1 **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. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.

11.2 **System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Specifications, Performance Standards, and Documentation.

11.3 Software Performance. Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit A, B, and RFP-10-08, 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, and in accordance with Exhibit C, by providing all additional software, equipment, and/or services to the County at no additional cost to the County, if necessary. In the event that the Contractor is unable to correct such failure within the timelines indicated in Exhibit C, an event of "Default" shall be deemed to have occurred.

11.4 Services. The Contractor represents a "Prime Contractor" relationship and warrants to the County that it, or its subcontractors, 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 in writing.

11.5 Documentation. The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Software and the System. 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 and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as Company continues to receive Support and Maintenance Services from the Contractor.

11.6 Compatibility. Contractor warrants that the Software will be compatible with the County's technical environment, including hardware, operating system(s), third party software application(s) if applicable, CPU's, and networks specified by the County in the applicable Request for Proposal, RFP-10-08.

11.7 Future Compatibility. Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support, Maintenance and other Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

11.8 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 system. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to support the Software as long as the County continues to receive Maintenance and Support Services from the Contractor.

11.9 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.

11.10 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. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.

11.11 Disabling or Restrictive Code. Without limiting any other provision to the Agreement, the Contractor warrants that the Software does not contain and the Contractor will not introduce any code, data block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access

to the Software or the System or related data or equipment. The Contractor understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty. This warranty shall survive the expiration or termination of this Agreement.

11.12 Media. Contractor warrants that through the period ending 90 days from the date of Acceptance that the media used to store and deliver the Software to the Customer shall be free from defects in manufacture and material. Should the media fail to be free of defects in manufacture or material during the warranty period, the Contractor shall replace the defective media. Defective media shipped to the Contractor with a shipping date within the warranty period will be replaced at no charge including shipping.

11.13 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.

11.14 Third Party Warranties and Indemnities. For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

11.15 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.

11.16 Privacy. Contractor acknowledges that the County data may contain personal data, health data, and/or medical records data, the use of

which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: i) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and ii) pursue any other legal and equitable remedies.

12. **Indemnification.**

12.1 General Indemnification. The Contractor shall hold harmless, indemnify, and defend the County, its elected and appointed officials, employees, and agents, from and 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 sole negligence of the County or the concurrent negligence of: (a) the County and its elected or appointed officials, employees, or agents, and (b) 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.

12.2 Patent and Other Proprietary Rights Indemnification.

12.2.1 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, (a) secure for the County the right to continue using the Software as allowed under this Agreement, (b) 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 (c) refund to the County all amounts paid by the County for the Software.

12.2.2 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 (i) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (ii) 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; (iii) 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 (iv) 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.

13. **Insurance.**

13.1 **No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy available at law or in equity, except to the extent of actual defense, indemnification, and payment to the County under the terms of a required insurance policy.

13.2 **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:

13.2.1 *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.

13.2.2 *Workers' 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.

13.2.3 *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.

13.3 **Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability policies shall meet the following requirements:

13.3.1 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.

- 13.3.2 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 excess of the Contractor's insurance and shall not contribute with it.
- 13.3.3 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.
- 13.3.4 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

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), 21 (Governing Law and Venue), 22 (Applicability of Uniform Commercial Code), 23 (No Waiver), 25 (Covenant of Good Faith), 26 (Third Party Beneficiaries), 27 (No Construction Against Drafter), and 29 (Access to Books and Records) of this Agreement survive the cancellation, termination, or expiration of this Agreement.

15. **Amendments.** This Agreement may be modified or amended in writing, if the writing is duly executed by authorized representatives of both parties.

16. **Assignment and Transfer.** No party may assign, delegate, or otherwise transfer of any rights or obligations under this Agreement without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion. 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 labor, working conditions, payment of wages and payment of taxes, such as employment, 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.** All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion 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. The County may immediately remove any Contractor personnel, representative, agents or subcontractor in the County's sole discretion. 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. If the County consents to the use of a subcontractor, then (a) Contractor guarantees the subcontractor's performance, (b) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (c) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (d) 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 with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, it's obligations as an employer with regard to the 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. **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.

21. **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.

22. **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.

23. **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 an authorized representative of the County..

24. **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.

25. **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.

26. **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.

27. **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.

28. **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:

Snohomish County:
c/o Pat Scattaregia, TCA
3000 Rockefeller Ave., M/S 709
Everett, WA 98201-4046
Ph: (425) 388-3103
Fax: (425) 388-3999

Contractor:
Christine Johnson
2200 Powell St, Suite 1170
Emeryville, CA 94109
Ph: (510) 655-0900
Fax: (510) 655-4064

or to such address as the parties may provide by notice to each other from time to time.

29. **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.

30. **Source Code Escrow.** Contractor agrees to place current copies of its Source Code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the Software by the Contractor (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement that must first be approved by the County. The Contractor shall update these copies every 180 days with new versions of

the Software. The Contractor will provide the Escrowed Material as required herein before Acceptance. The County may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- 30.1 Contractor ceases its ongoing business operations;
- 30.2 Contractor suffers any act of insolvency or bankruptcy;
- 30.3 Contractor fails to maintain technical staff for providing ongoing Support and Maintenance Services;
- 30.4 Contractor ceases maintenance support of the software module in question.

Any escrowed material furnished under this provision shall be considered licensed under this Agreement.

31. **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.

32. **Incorporation of Exhibits.** Exhibits A, B, and C and RFP-10-08 referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

33. **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:

- a) This Master Contract Instrument
- b) Request for Proposal, RFP-10-08
- c) Exhibit A, Investment/ Debt Management Statement of Work
- d) Exhibit B, Sympro Software License Agreement
- e) Exhibit C, County Software Maintenance and Support Agreement

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

COUNTY OF SNOHOMISH:	CONTRACTOR:
 MARK SOINE Deputy Executive for By: Aaron Reardon Snohomish County Executive 12/15/08	Sympro Inc.  By: Michael Byron Title: CEO
Approved as to Form:  Deputy Prosecuting Attorney	
Reviewed by Risk Management: APPROVED <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> Explain. Signed:  Date: 12/1/08	

COUNCIL USE ONLY	
Approved:	12-8-08
Docfile:	D-11

EXHIBIT A

SYMPRO SOFTWARE PROPOSAL

Proposal: Snohomish County, WA

Date: 11/20/2008

Contact: Joe DeMarco

DEBT & INVESTMENT SUMMARY

• Fixed Income	
Network license (6 Concurrent Users)	
GL Module & Interface to Cayenta	
Earning Allocation Module	
Market Pricing Module*	
• Debt Management Software (SQL Express Database)	
Network license (6 Concurrent Users)	
General Ledger Module & Export to GL	
Perpetual Software License	\$88,000
• Annual maintenance and support (18% of software cost)	\$15,840
- Unlimited technical support	
- Software Upgrades/Enhancements	
- Yearly regional training seminar	
• Consulting/training/implementation: (Travel expenses included)	
- 7 days	\$14,200
• Project Management	\$5,000
• Conversion of existing debt positions	\$20,000
Comprehensive conversion of existing debt data (approximately 129 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:	
• Adding all existing and prior debt to pre-1986 including CUSIPs	
• Review of legal structures and inclusion in Debt Manager	
• Analysis of Debt Manager data to Comprehensive Annual Financial Report to insure continuity and accuracy	
• Storage of all available bond documents in PDF format	
TOTAL	\$143,040

Option: SQL Database \$15,000

Options will require 20% Annual Maintenance & Support fees and may require additional Training/Implementation Days.

*Market Pricing Module interfaces to 3rd party pricing service, FT Interactive Data. FT Interactive Data pricing requires an independent service agreement and charges a minimum fee of \$85/mo for any month in which you price. This fee will price approximately 220 positions

EXHIBIT A

Statement of Work

Snohomish County, Investment and Debt Management System Implementation
Product Trade Name: Emphasys Software
Date: November 13, 2008

Overview

SymPro is pleased to present the enclosed Scope of Work for the implementation of the SymPro Investment Management Software and the SymPro Debt Management System. The implementation of both systems can be considered complete and successful when the following deliverables have been met:

- ✓ All data sent for conversion has been added to and checked within the system.
✓ All modules and interfaces have been installed, are fully operational and "live" in production.
✓ All identified users are trained and fully functional with all elements of the software.
✓ All functionality agreed upon in the RFP will be operational and "live" in production.

At the end of the process, the personnel of Snohomish County will be able to meet their investment tracking, debt management and reporting needs to the extent specified in the RFP.

Scope of Work

As part of this implementation, SymPro will provide the following modules and services:

Table with 3 sections: Fixed Income Software Installation (6 items), Debt Management System Software Installation (4 items), and Other (2 items).

++ Cayenta GL Interface File Specification and Sample File from Snohomish County

As a part of the overall contract, the County will also receive unlimited technical support via phone/email, regular software upgrades/enhancements and a yearly regional training seminar as a part of the one year maintenance and support contract.

Timeline

The project start date will be January 21, 2009, or as soon as an executed contract is delivered to our offices. With a start date of January 21, 2009, the anticipated Go-Live date for the entire system is May 6, 2009. The work breakdown structure and associated Gantt chart are attached to this document. To be successful in meeting the project completion date, SymPro must receive all required information from the County within one (1) weeks of contract signing date. The critical milestones for project completion are listed below. All dates are tentative.

EXHIBIT A

<u>Critical Milestone</u>	<u>Milestone Date</u>
Receipt of all documents required for data conversion (Debt Management System)	1/29/2009
Receipt of all information required to configure GL interface and create export files for Debt and Investment Systems	2/12/2009
Remote Installation of Fixed Income Software	1/22/2009
Fixed Income Software and Earnings Allocation Implementation/Training	1/28/2009-1/30/2009
Remote Installation of Debt Management System	3/12/2009
Debt Management Software Training	3/23/2009-3/24/2009
General Ledger Interface Implementation/Training	4/14/2009-4/16/2009

Implementation

The Fixed Income Software and Debt Management System will be installed by the County's IT staff with support by phone, if necessary. The software can be delivered either electronically via FTP or on CD. The installation packages include both client and server pieces and installation should occur anytime before the on-site training/implementation. Generally we do not perform separate installations of testing and production versions. If it is necessary to add test data, for example adding an investment to the Fixed Income Software that is currently not in the actual portfolio but may be in the future, we can create separate portfolios in the production software. This would not require a separate installation. Currently we have the Fixed Income Software installation scheduled for January 22, 2009 and the remote installation of the Debt Management System scheduled for March 12, 2009

A schematic of the Fixed Income Software and Debt Management System can be found attached to this document. We do not foresee any issues with the FoxPro database for the Fixed Income Software residing on the same server as the SQL Express version of the Debt Management System. If Snohomish County chooses to use virtual servers, Sympro will support the software residing on the virtual servers.

Training

Training for the Debt, Fixed Income, and Earnings Allocation modules will be split into 3 periods, listed below. Two training periods will encompass two (2) full on-site days with the third scheduled for three (3) days. Each training day is generally scheduled from 9am to 5pm. Agendas for each training period will be sent out at least seven (7) days prior to each on-site.

Training period 1: Fixed Income Software and Earnings Allocation Implementation/Training – Three (3) days

Training period 2: Debt Management Software Training – Two (2) days

Training period 3: General Ledger Interface Implementation/Training – Two (2) days

Please see “**Required County Resources**” for required personnel and technical resources. Required personnel must be available from 9am-5pm on all training days in their training period unless otherwise noted.

Required County Resources

Personnel Required for Fixed Income Software Training

1. Appropriate IT staff, for a brief initial install check (day 1 AM only). Preferably the staff member who performed the installation.
2. The primary SymPro user(s) responsible for portfolio set-up and reporting decisions, for the full consultation and training.
3. Data entry users for the transactions and reporting training.
4. Personnel responsible for reviewing reports or determining reporting goals, for the reports training (day 2 only).

EXHIBIT A

5. Accounting personnel & primary users responsible for the Cayenta/SymPro General Ledger Interface, for initial planning. Must be available from 9am to 5pm but will not be required for entire training period.

Personnel Required for Debt Management Software Training

1. County personnel responsible for gathering and sending all data needed.
2. One or more County employees dedicated to learning and managing Debt Management System. Must be available from 9pm to 5pm on scheduled training days. These resources must include user responsible for portfolio set-up and reporting decisions as well as the primary employee(s) responsible for data entry.
3. SymPro users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel. These users will need to be in training during the initial set-up. Must have flexible schedule from 9am to 5pm on GL interface training days.

Personnel Required for General Ledger Interface and Earnings Allocation Implementation and Training

1. Primary GL Interface SymPro Users for data review (both Debt Management System and Fixed Income Software).
2. SymPro Users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel.
3. Primary Accounting/ General Ledger personnel responsible for interface between SymPro & Cayenta.

Other Required Resources (Technical and Information)

1. Appropriate hardware and software equipment as described in the System Requirements (see attached)
2. All bond documents (as outlined in attached checklist).
3. Investment Data for on-site training.
4. Chart of Accounts for both Debt Management System and Fixed Income System (for GL Interface).
5. Training room with network connection and laptops/workstations for all training participants. Projection equipment should be provided and connected to at least one workstation.

** Snohomish Training room must be available from 9-5 on all training days.*

License

Network License with 6 concurrent user access.

EXHIBIT A

Payment Schedule

The payment schedule for this contract will be phased over the implementation and issued upon acceptance of each milestone with final invoicing to occur after final system acceptance. The schedule is below:

<u>Milestone</u>	<u>Payment Amount</u>
(1) 25% Due Net Thirty (30) Days from invoice receipt and Licensee acceptance* of installation of Investment Software & Initial 3 Days of training (Test plan to be completed within 30 days after onsite training)	\$35,760
(2) 25% Due Net Thirty (30) Days from invoice receipt and Licensee acceptance* of installation of Debt Software & 2 days of Debt training (Test plan to be completed within 30 days after onsite training)	\$35,760
(3) 25% Due Net Thirty (30) Days from invoice receipt and Licensee acceptance* of installation of GL Interfaces (Investment & Debt) & Final 2 days of training (Test plan to be completed within 30 days after onsite training)	\$35,760
(4) 25% Due Net Thirty (30) Days from invoice receipt and System Acceptance* by Licensee (maximum of 60 days after "go-live".)	<u>\$35,760</u>
TOTAL	\$143,040**

* Acceptance is defined in accordance with the Master Agreement, Section 2.1.

**Software pricing proposal is attached

EXHIBIT A

SymPro Treasury Management System
 Test Plan in conjunction with Milestone (1) of Contract Payment Schedule

	Test	Pass/Fail	Corrective Action	Retest Pass/Fail
Fixed Income Module				
1	Create investment portfolio - Setup portfolio name, fiscal period, accounting standard, funds, brokers, issuers and custodian			
2	Create test portfolio - Setup portfolio name, fiscal period, accounting standard, funds, brokers, issuers and custodian			
3	Add US Treasury Investment - Validate purchased accrued interest, total cost and yield to maturity			
4	Add Federal Agency Investment - Validate purchased accrued interest, total cost and yield to maturity			
5	Add Bank CD Investment - Validate total cost and yield to maturity			
6	Add Money Market Investment - Validate total cost and yield to maturity			
7	Edit US Treasury Investment - Validate purchased accrued interest, total cost and yield to maturity			
8	Edit Federal Agency Investment - Validate purchased accrued interest, total cost and yield to maturity			
9	Edit Bank CD Investment - Validate total cost and yield to maturity			
10	Edit Money Market Investment - Validate total cost and yield to maturity			
11	Process a called investment - Validate total proceeds			
12	Process a sold investment - Validate interest at sale, and total proceeds			
13	Process a partially sold investment - Validate interest at sale, and total proceeds and remaining par			
14	Mature an Investment - Validate total proceeds			
15	Process Money Market activity - Validate deposits, withdrawals and balance			
16	Post Interest on Investments - Record receipt of interest payments			
17	Update market price of Investment Portfolio - Validate new prices are recognized			
Reporting				
18	Accrued Interest report for one month - Validate each investment type against old system			
19	Accrued interest report for Fiscal Year to Date - Validate each investment type against old system			

EXHIBIT A

	Test	Pass/Fail	Corrective Action	Retest Pass/Fail
20	Amortization Schedule report for one month - Validate each investment type against old system			
21	Amortization Schedule for Fiscal Year to Date - Validate each investment type against old system			
22	Portfolio holdings report - Validate holdings against old system			
Reconcile				
23	Investment holdings - Reconcile Par, Market and Book to old system			
24	Accrued Interest balances - Reconcile accrued interest to old system			
25	Amortization balances - Reconcile amortization balance to old system			
Earnings Allocation Module				
26	Create allocation portfolio - Setup portfolio name, fiscal period, accounting standard, funds			
27	Create test allocation portfolio - Setup portfolio name, fiscal period, accounting standard, funds			
28	Add Participant accounts - Setup participant accounts with opening balances			
29	Add Allocation rules - Setup and validate allocation rules			
30	Allocate monthly earnings - Validate all entitled accounts receive earnings			
31	Unallocated monthly earnings - Validate unallocate processing			

EXHIBIT A

SymPro Debt Management System
 Test Plan in conjunction with Milestone (2) of Contract Payment Schedule

	Test	Pass/Fail	Corrective Action	Retest Pass/Fail
Entering Issues				
1	Generate Serial Bond Component			
2	Generate Term Bond Component			
3	Generate Variable Rate Bond Component - Manually enter variable rates for two accrual periods and check cashflow accuracy			
4	Clear manual rates and import variable rates from .csv file for two accrual periods and check cashflow accuracy			
5	Generate Fixed Payment Component			
6	Generate Stepped Coupon Bond Component - Manually enter variable rates for two accrual periods and check cashflow accuracy			
7	Clear manual rates and import variable rates from .csv file for two accrual periods and check cashflow accuracy			
8	Generate Capital Appreciation Bond Component. Check accuracy of accretion table			
9	Enter Sources and Uses – check premium and discount calculation for at least one issue			
10	Attach electronic documents for at least one issue from network and external media. Open document from within application			
11	Edit terms of one component and regenerate. Validate that all previous actions cleared.			
Cashflow, Redemptions, and Payments				
12	Compare cashflow/payment screen to amortization schedule			
13	Test payments functionality – mark payments from Database level Payments Screen through current fiscal year for entire portfolio. Check outstanding par/interest value			
14	Test payments functionality – mark payments at Issue Level through current fiscal year. Check outstanding par/interest value			
15	Check outstanding par values in Positions, Cashflow, Payments and Transactions tab at Issue Level. Verify internal consistency			
16	Enter full redemption for at least one issue. Validate correct par redeemed and accrued interest as of redemption trade date. Validate in cashflow and transactions listing			

EXHIBIT A

	Test	Pass/Fail	Corrective Action	Retest Pass/Fail
17	Enter partial redemption for at least one issue. Validate correct par redeemed, par remaining, and accrued interest as of redemption trade date. Validate in cashflow and transactions listing			
18	Allocate an issue between at least two funds and check for accuracy of allocated cashflows			
Reports				
19	Run fiscal year cashflow reports. Validate outstanding par and interest amounts for current fiscal year. Compare to screen output			
20	Run allocated fiscal year cashflow reports. Validate total outstanding par and interest amounts and allocated outstanding par and interest amounts. Compare to entered allocation assignment			
21	Run monthly and fiscal year accrued interest reports. Validate balances for current fiscal year			
22	Compare GL Transactions Report to output from GL Interface			
23	Run monthly and fiscal year allocated accrued interest reports. Validate balances for current fiscal year.			
24	Validate amortization of premium and discount report for current fiscal year			

EXHIBIT A

SymPro General Ledger Interface
 Test Plan in conjunction with Milestone (3) of Contract Payment Schedule

	Test	Pass/Fail	Corrective Action	Retest Pass/Fail
General Ledger (GL) Interface - Investments				
1	Setup GL accounting standard for investment portfolio - Validate posting standard for General Ledger transaction postings			
2	Setup GL account assignment for investment portfolio - Validate GL account assignment for Assets and Income accounts			
3	Create journal transactions - Generate journal transactions for a given period			
4	Create GL report - Validate transactions and account assignment for the given period			
5	Create GL export file - Validate extract file for layout and transaction activity			
6	Setup GL accounting standard for allocation portfolio - Validate posting standard for General Ledger transaction postings			
7	Setup GL account assignment for allocation portfolio - Validate GL account assignment for Assets and Income accounts			
8	Create journal transactions - Generate journal transactions for a given period			
9	Create GL report - Validate transactions and account assignment for the given period			
10	Create GL export file - Validate extract file for layout and transaction activity			
11	Reconcile investment balance to GL			
General Ledger (GL) Interface - Debt Manager				
12	Set up GL Account structure. Validate assignments for debt portfolio.			
13	Run journal transactions for all months in current fiscal year. Check ending balances against current system			
14	Validate GL export file for correct format and transaction activity			
15	Compare GL Transactions Report to output from GL Interface			

EXHIBIT A

SymPro Debt Management System Schematic

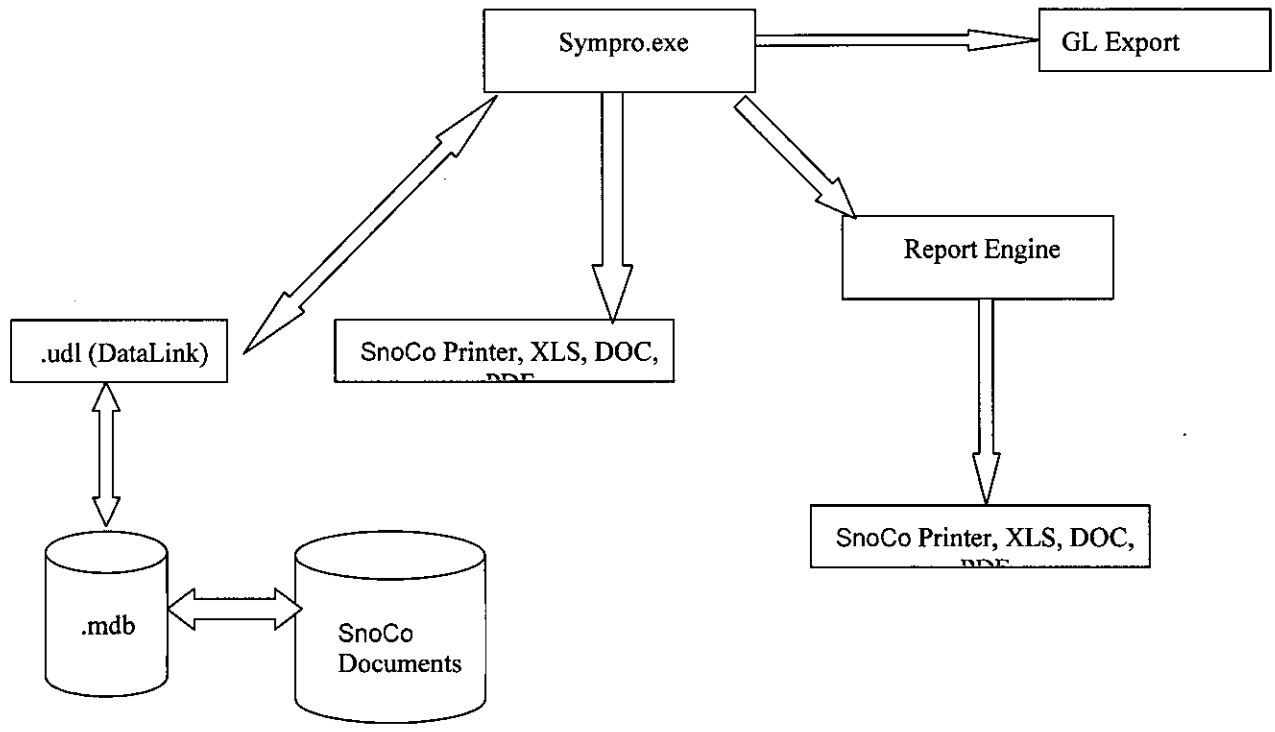


EXHIBIT A

SymPro Fixed Income Software Schematic

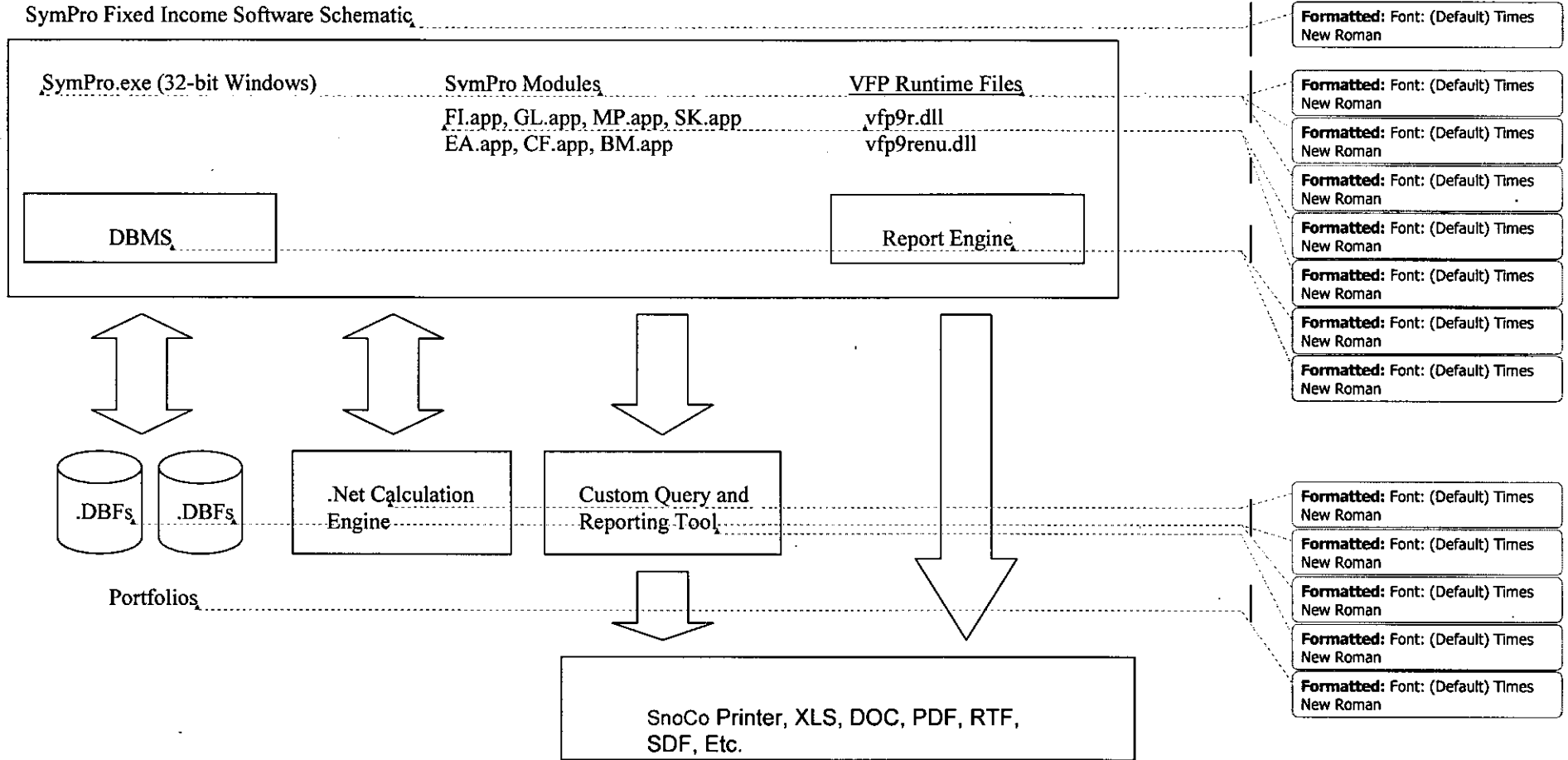


EXHIBIT A

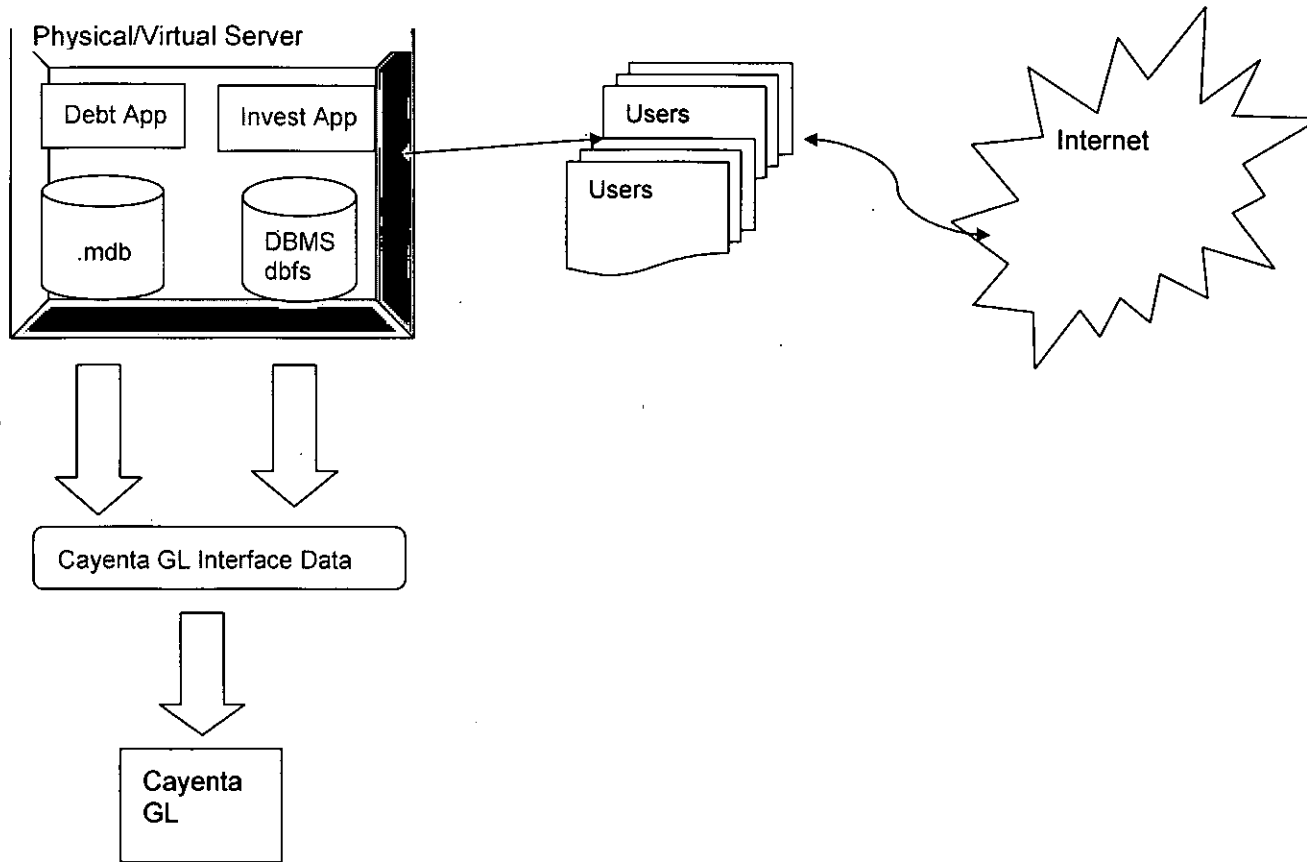


Exhibit B

SYMPRO SOFTWARE LICENSE AND SERVICE AGREEMENT

This SymPro Software License and Service Agreement ("Agreement") is entered into effective the ____ day of _____, 2008 ("Effective Date") by and between SymPro, Inc., a California corporation, with its principal place of business located at: 2200 Powell Street, Suite 1170, Emeryville, CA 94608 ("SymPro"), and Snohomish County, Washington with its principal place of business located at: 3000 Rockefeller Ave, Everett, Washington 98201 ("Licensee").

RECITALS

- A. SymPro designs, develops and licenses a proprietary computer software solution known as the SymPro Treasury Management Software.
- B. Licensee desires to obtain a personal, nontransferable, non-exclusive, perpetual use license for such software and related documentation, and services, where applicable, for Licensee's own internal business purposes only and SymPro is willing to grant such a license on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration for the fees to be paid by Licensee hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:
- A. "Annual Maintenance and Support Plan" or "Plan" shall mean the then-current support services Licensee elects to purchase from SymPro. The Annual Maintenance and Support Plan as of the Effective Date is summarized in the attached Exhibit C.
- B. "Authorized Users" shall mean Licensee and its employees and no other persons or entities; the number of which is stated in the attached Exhibit A and which may be changed by amendment to the attached Exhibit A or authorized purchase order issued by Licensee and accepted by SymPro.
- C. "Designated Equipment" shall mean a single Intel based computer or a network file server on which Licensee uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit A.
- D. "Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit A to this Agreement or such other location as may be expressly approved in writing by SymPro.

F. "Licensed Products" shall mean the Software and the Documentation.

G. "Software" shall mean that certain SymPro proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit A, and any modules, bug fixes, modifications, enhancements and other SymPro or third party software provided to and licensed hereunder by SymPro to the Licensee during the Term.

2. Software License.

A. License Grant. Subject to the terms of this Agreement, SymPro hereby grants to Licensee, and Licensee accepts, non-transferable, non-exclusive, and perpetual license to use the Licensed Products solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Designated Site by the number of Authorized Users stated in the attached Exhibit A or such Authorized Users added during the Term. Licensee shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

B. Warranty of Ownership. SymPro warrants to Licensee (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and has the right to enter into this Agreement.

C. Sympro Retains Title. Licensee acknowledges that SymPro and its licensors retain title to the Licensed Products, all copyrights, trade secrets and other intellectual property rights licensed to Licensee even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to SymPro.

D. License Restrictions. Licensee agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Software, Documentation, or other proprietary information of SymPro. Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. Licensee shall immediately notify SymPro in writing of any actual or suspected breach of this Agreement.

3. Delivery of Licensed Products. Software may be delivered to Licensee by CD or by remote telecommunications from SymPro's place of business unless the parties agree in writing to an alternative method of delivery. SymPro is not responsible for installing the Software unless SymPro is specifically contracted to perform installation and training services.

4. Fees and Payment.

A. License Fee. For additional software licenses the Licensee shall negotiate with Sympro to determine fees for the Licensed Products ("License Fees"). Licensee will remit payment for the Licensed Products within Net Thirty (30) days from receipt of SymPro's invoice.

B. Payments. All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to SymPro (or SymPro's assignee) in U.S. Dollars, at SymPro's address as stated above, or such other places as SymPro may from time to time designate in writing. Licensee shall pay all applicable federal, state and local sales, use, excise, transportation, occupational or similar taxes or assessments, customs or duties.

5. Warranty.

A. SymPro warrants that: (i) Software will perform in accordance with SymPro's standard specifications stated in its Documentation for a period of 180 days from the date of first installation of the Software (exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with SymPro's standard specifications. ***For warranty support, Licensee should contact: Technical Support at telephone number 510 655 0900.***

B. Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. SymPro sole obligation and Licensee's sole remedy under this warranty is for SymPro, at its option, to provide such services, bug fixes or other modifications it deems appropriate, provide a functional equivalent or reperform services, if: (i) SymPro receives proper notice of any claimed Software defect during the warranty period or a claim of defective services or Software under the Plan within 10 business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim. And, (ii) the Licensee is otherwise in compliance with this Agreement and using the Licensee's current version of the Software in accordance with SymPro's standard specifications; and, (iii) SymPro is able to reproduce any claimed defect. Should SymPro determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, SymPro may elect to terminate this Agreement as to the effected Software and refund the paid, unused License Fees as to the effected Software only upon return of the Software and certification the Software is no longer in use by Licensee.

C. Further Limitations. The limited warranties provided in this Section 5, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at SymPro's then current rates, for services performed by SymPro to correct

problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's errors.

D. Licensee shall pay, at SymPro's then current rates, for services performed by SymPro to address any problems or defects not covered by warranty or the Plan, including, without limitation, those traceable to Licensee's errors. All such services will be provided to a specific proposal outlining the scope of work, time and material rates and delivery schedules.

6. LIMITATION OF LIABILITY. To the extent a claim arises under the warranty stated in Section 5 of this Exhibit B, the remedy stated in Section 5 applies. To the extent a claim arises under indemnification, the remedy stated in the Master Agreement Section 12 applies. AS TO ALL OTHER CLAIMS RELATING TO PERFORMANCE OF THE SOFTWARE, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, SYMPRO AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED TWO TIMES (2X) THE INVESTMENT/ DEBT MANAGEMENT MASTER CONTRACT COST OR THE AMOUNT PAYABLE UNDER AN INSURANCE POLICY REQUIRED BY THE MASTER CONTRACT, WHICHEVER IS GREATER.

7. Omitted

8. Term and Termination.

A. Term. This Agreement is for a perpetual license and shall continue until terminated by either party ("Term") under the following conditions.

B. Termination. See Master Contract Instrument for Termination provisions.

9. General.

A. Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle SymPro to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that SymPro's remedies at law under such circumstances would be inadequate.

B. Governing Law and Venue. This Agreement is governed by the laws of Washington State. Venue lies solely in Snohomish County Superior Court, Everett, Washington.

C. Compliance with all Applicable Laws. Export. At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Licensee shall not export or re-export the Software without all required United States and foreign government licenses.

D. Survival. Sections 2(C), 4 through 7, inclusive, and 9 shall survive any termination or expiration of this Agreement.

Appendix to Exhibit B
to
SYMPRO SOFTWARE LICENSE AND SERVICE AGREEMENT

By and Between
SymPro, Inc. and Snohomish County, WA, Licensee
Effective Date _____

1. **Designated Equipment:**

Workstations: Intel Pentium Processor (1GHz or better) Microsoft Windows Operating System (2000, XP); minimum 512MB RAM, 500 MB available disk space.

Networking: Microsoft Windows Operating System (2000,2003) or Novell Netware 4.x 5.x; minimum 1 GB RAM, 1GB available disk space

For equipment or operating systems not named in this section, contact SymPro for compatibility information.

2. **Designated Site:**

3000 Rockefeller Ave
Everett, Washington

3. **Software and Documentation:**

SymPro Treasury Management Software

Fixed Income

Network license (6 Concurrent Users)

GL Module & Interface to Cayenta

Earning Allocation Module

Market Pricing Module*

Debt Management Software (SQL Express Database)
Network license (6 Concurrent Users)
General Ledger Module & Export to Cayenta

Any other Software licensed during the Term as described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by SymPro.

4. **Authorized Users:** Network installation with concurrent access and support for 6 Authorized Users.

Exhibit C

Treasurer's Investment and Debt Management System Maintenance and Support Services Agreement by and between Sympro Inc. and Snohomish County

1. Definitions.

"Enhancements" means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

"Error" means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

"Major Release" means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

"Update Release" means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

"Release" means a Major Release or a Minor Release.

"Service Pack" (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as "Critical" or "Non-critical" at Vendor's sole discretion.

"Software" has the meaning given in the Software License Agreement between Vendor and Licensee.

"Technical Support Contacts" has the meaning given

in Section 8 below.

2 Support Obligations. This policy details Vendor's support services obligations to Licensee ("Support Services").

3. Error Reporting. The Technical Support Contacts may report Errors by any one of the following means:

Telephone: Available 24x7, Live response during standard service hours
Toll free within the United States: 877-582-3450

E-Mail: Available 24x7, Live response during standard service hours
Address:

Standard service hours are 8:00AM – 5:00PM
Monday to Friday PST, excluding all public holidays.

4. Response. If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided that Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

"Response" is defined as assignment of a Vendor support specialist to resolve Licensee's Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue". "Case Resolution" is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor's receipt of Customer's written notice requesting such a change.

5. Enhancements. During the term of Vendor's Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee's option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,600 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

6. Conditions for Providing Support. Vendor's obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor's Customer Support Center or via remote access to Licensee's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis for performing such Support Services. All remote access by Vendor shall comply with Licensee's network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee's system.

7. Technical Support Contacts. The Vendor Customer Support Center will provide telephone and/or web-based support for up to ten (10) designated contacts of Licensee who have attended Vendor's technical support training program ("Technical Support Contacts"). Licensee may modify its designated Technical Support Contacts at any time during which Licensee is authorized to receive Support Services. Technical Support Contacts will be the only interface to the Vendor Customer Support Center. In an emergency, a Vendor Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.

8. Exclusions from Vendor's Support Services. Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee's negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor's obligations do not cover business processes authored using the Software.

9. Releases Supported. Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the "Current Release"), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

10. Test Data Files. Upon request, but not more than once during any six (6) consecutive month period, the Licensee shall provide Vendor with representative test data files.

11. Termination of Support Services. To the extent Licensee moves the Software from a currently supported bundle (i.e., specific configuration of operating system, application server and database) to a bundle not currently supported by Vendor, Vendor reserves the right to discontinue the Support Services. Vendor will refund any unaccrued Support Services fees Licensee may have prepaid with respect to the affected Software. Vendor also reserves the right to suspend or terminate performance of the Support Services if it is not paid for such Support Services as required under the Agreement; Vendor shall provide thirty (30) days prior written notice prior to terminating support services. Notwithstanding anything else to the contrary, Licensee shall have the right to terminate the Support Services (a) upon sixty (60) days prior written notice for convenience; provided, that any prepaid fees are not refundable in such case, and (b) immediately upon written notice to Vendor in the case of a material breach by Vendor of its obligations hereunder, in which case Licensee shall be entitled to a refund of prepaid Maintenance Fees relating to the period following termination. Licensee may restore such Support Services without penalty if it notifies Vendor within thirty (30) days of termination of the Support Service Agreement and pays Vendor for all periods as if support had not been terminated. Notwithstanding anything else to the contrary, Vendor shall provide Support Services for a version

of the Software for at least five (5) years from commencement of maintenance and support.

12 Escalation Path For Technical Support Issues. If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

13. Renewal. The Support Service Agreement shall renew for additional one (1) year periods upon issuance of a purchase order for the annual fee. Vendor shall provide Licensee ninety (90) days written notice of the renewal date. Annual fees for standard support are 18% of the license fees for the supported Software, which are "Firm-Fixed" for the first 3 years (which dollar amount is subject to the greater of CPI or 3% annual increase thereafter). Annual fee increases, if accepted, must receive prior written consent from the County. Sympro shall provide an invoice at least thirty (30) days prior to the renewal date. Invoices for Maintenance Fees shall be due within Net Thirty (30) days of the receipt of invoice.

Support Severity, Response and Resolution Table

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> • Complete inability to use the Software and there is no reasonable Workaround; or • Severely limited ability to use major functionality of the Software and 	8 Service Hour	<ul style="list-style-type: none"> • Immediate engagement of Technical Product Specialist • Immediate notification of Support Manager. • Further escalation to 	3 business days unless otherwise agreed by the parties.

	there is no reasonable Workaround.		Senior Developer.	
Severity 2 High Impact	<ul style="list-style-type: none"> Severely limited ability to use major functionality of the Software; or Complete inability to use minor functionality of the Software 	8 Service Hours	<ul style="list-style-type: none"> Escalation from Support Desk Representative to Technical Product Specialist Further escalation to development staff. 	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> Limited ability to use major functionality of the Software; or Minor errors in functionality of the Software. 	Service Hours	<ul style="list-style-type: none"> Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist. Further escalation to development staff. 	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> General inquiries on the use of a Software module; or Minor cosmetic errors, e.g. in layout and formatting; or Extreme boundary conditions which are unlikely in normal use. 	24 Service Hours	<ul style="list-style-type: none"> Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist Further escalation to development staff. 	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> Feature Requests. 	40 Service Hours	<ul style="list-style-type: none"> As available. 	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact	Stacy Sebastian	Lead Support Engineer		NA	SSebastian@sympro.com
Final Contact	Steve Nicosia	Vice President, Professional Services		NA	SNicosia@aodusa.com