BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 5th Avenue, Suite #4112
PO Box 94687
Seattle, WA 98124-4687

Blanket Contract #	Date	Change Order #
0000002691	04/01/2010	N/A
Payment Terms: Net 30	Freight Terms: Prepaid & Allowed:FOB: Destination	
Buyer: Vivian Uno	FAX: 206-233-5155	Phone: 206-684-0449

Vendor #: 0000240043
Telvent Miner & Miner, Inc.
4701 Royal Vista Circle
Fort Collins, CO 80528

Contact: Heather Hansen/Mark Atchley
Phone #:970-223-1889/360-750-5656
Fax #: 970-223-5577

Ship To:

Seattle City Light

Bill To:
City of Seattle
Attention: Tracye Cantrell, Project Manager
Seattle City Light
Seattle Municipal Tower
700 Fifth Ave. #3200
Seattle, WA 98104
If delivered by the U.S. Postal Service use: PO Box 34023 Seattle, WA 98124-4023

Telvent Miner and Miner, Inc. is awarded a sole source contract to provide Seattle City Light with Software and Services to support Seattle City Light's ARC/FM implementation and associated customizations for a period effective April 1, 2010 through March 31, 2020. Work shall be performed in accordance with "City of Seattle Technology Contract for Support Services" and associated work orders. Software shall be provided in accordance with "Telvent Miner & Miner Software License Agreement". The term of the Contract is ten (10) years with a five (5) year automatic term extension and continuous one (1) year extensions thereafter.

Original contract term: 4/01/2010 – 3/31/2020

Invoices shall be mailed in duplicate to the "Bill To" address above. Each invoice shall indicate Contract #0000002691.

The contract is subject to the terms and conditions of "City of Seattle Technology Contract for Support Services" and "City of Seattle Technology Contract for Support Services".

Authorized Signature & Date

4/5/2010 4/1/10

The City of Seattle
Technology Contract
For
Support Services

This Contract is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, and Telvent Miner and Miner ("Vendor"), a corporation of the State of Colorado and authorized to do business in the State of Washington.

Vendor Business: Telvent Miner & Miner, Inc.
Name of Representative:
Vendor Address: 4701 Royal Vista Circle, Fort Collins, CO 80528
Vendor Phone: (970)223-1889
Vendor Fax: (970)223-5577
Vendor e-mail:

WHEREAS, the purpose of this contract is to provide Telvent Software and Services to support the Seattle City Light ARC/FM implementation and associated customizations; and

WHEREAS, Vendor was selected as a result of a Sole Source Request submitted 2/26/2010 by Seattle City Light; and

WHEREAS, funds for this purpose are authorized through the City of Seattle annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Statement of Work contained herein, as attached and made a part hereof, the City and Vendor mutually agree as follows:

Section 1: TERM OF AGREEMENT

This contract shall allow services to be performed for ten years, effective April 1, 2010, with a five year automatic extension for additional work. Continuous one-year extensions shall continue thereafter for additional support services. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

Section 2: TIME OF BEGINNING AND COMPLETION

The Vendor shall begin the work outlined in the "Scope of Work" section ("the Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Vendor is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Vendor's control.

Section 3: SCOPE OF WORK

The Scope of Work of this Agreement is Telvent Miscellaneous Software Support Services.

Section 4: WORK ORDER PROCESS

The Vendor shall furnish all work pursuant to work orders issued under this Contract. Each work order shall be subject to all of the terms and conditions of this Contract, and incorporated into this Contract by this reference. The Vendor shall furnish all the goods and services ("deliverables") specified in the Work Order in an aggregate, single, complete transaction and not as separate items. For each work order under this Contract, Vendor shall commence work upon issuance of a notice to proceed by the City. Work orders under this Contract may be generated by the City as long as the Work Order is within the scope of the original contract.

Section 5: ACCEPTANCE PROCESS-

All deliverables submitted to the City shall be reviewed and checked within two weeks of delivery. The Vendor shall be notified in writing of any pending delays in the review periods. Should City fail to notify Vendor in writing within two weeks, these deliverables shall be deemed accepted.

All reviews will be performed on the basis of work correctness and compliance with the contract. The City reserves the right to return for correction within these approximate review periods, any and all products that are in error or have not been prepared within the scope of work; unless otherwise notified in writing, these corrections will be incorporated in another work task submittal.

After initial review, deliverables will be classified as follows:

1. DELIVERABLE ACCEPTED, shall be defined as a deliverable conforming to the Statement of Work or meeting specifications, with no more than minor and/or isolated exceptions or nonconformities, in which case the City will take responsibility for correction and will so inform the Vendor.

2. DELIVERABLE ACCEPTED WITH REWORK, that is, essentially to specification, but having a -significant number of isolated exceptions, and accepted pending re-editing and correction by the Vendor. The Vendor shall re-edit the work for indicated errors and resubmit within 30 days. The City will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the deliverables as whether ACCEPTED or REJECTED.

3. DELIVERABLE REJECTED, shall be defined as a deliverable failing to conform to the Statement of Work or to meet specification, in ways that indicate that major improvements in performance and/or procedure are needed to avoid recurrence. The Vendor shall rework the deliverable generally, including all quality checks, and resubmit to the City within 30 days, at which time the City will rerun its acceptance check and reclassify the work.

At the conclusion of project acceptance, Vendor will request that City sign an acceptance certificate. City production use of any given application prior to receipt of an acceptance certificate shall constitute acceptance on part of the City. Production use shall be defined as the use of the application in an environment that includes City's system of record database. Once final acceptance is given on any deliverable, any further modifications required of Vendor for that accepted deliverable shall result in a change in scope.

Section 6: PAYMENT/PAYMENT PROCEDURES

If changes in the schedule are made by consent of both parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, the Vendor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, Vendor will submit sufficient documentation to assure the City that Vendor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Vendor's responsibility to correct any errors in compensated work tasks. The maximum amount that Vendor may be paid for each task, unless otherwise provided by written authorization from City, shall be as specified in each Work Order.

Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Vendor will submit an invoice and Milestone Acceptance Form identifying the Milestone delivered, and the expected amount. The City will have 15 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of City to reject the Milestone within 15 days will constitute acceptance. Invoice terms are 30 days net, following receipt of invoice. The Vendor will provide bank wiring instructions for wire transfer. All prices are based on Vendor standards for software and services, and do not include shipping, handling or taxes. City shall make a payment to Vendor for the allowable costs invoiced no later than 30 days after receipt of each invoice by City. City agrees to notify Vendor within 15 working days of receipt of invoice if preliminary acceptance for payment has not been authorized.

Section 7: ADVANCE PAYMENT PROHIBITED

The City does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Section 8: TRAVEL

For work performed on a time and materials basis, if certain travel is pre-approved by the City, the City will compensate travel expenses not to exceed actual travel costs given the following limitations. Vendor and the City shall determine the need for on-site presence and the City shall pre-approve travel. Vendor shall be entitled to reasonable expenses as defined below, not to exceed the actual amount of travel costs. For work performed on a fixed price basis, all travel and expenses shall be included in the fixed price quoted to the City.

- **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

- **Meals**: Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.

- **Lodging**: Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day/night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state that "the lodging is being billed at the Federal Per Diem daily rate."

- **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently at 48.5 cents a mile).

- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).

- **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

The City will reimburse the Vendor at actual cost for travel expenses incurred as evidenced by copies of receipts supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.

Section 9: DISPUTED WORK

Notwithstanding all above, if the City believes in good faith that some portion of Work has not been completed satisfactorily, the City may require Vendor to correct such work prior to The City payment. In such event, the City will provide to Vendor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Vendor does not provide a sufficient remedy, The City may retain the amount equal to the cost to The City for otherwise correcting or remedying the work not properly completed

Section 10: TAXES, FEES, AND LICENSES

a. Taxes: Where required by state statute, ordinance or regulation, Vendor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Vendor shall be made for federal excise taxes and The City agrees to furnish Vendor with an exemption certificate where appropriate.
b. Fees and Licenses: Vendor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Vendor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Vendor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Vendor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.
c. If applicable, Vendor is to calculate and enter the appropriate Washington State and local sales tax on the invoice. If applicable, tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

Section 11: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Agreement shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

If to City: Contract Notices:

The City of Seattle
Purchasing Services
Attention: Vivian Uno
Seattle Municipal Tower
700 Fifth Avenue, Suite 4112
PO Box 94687
Seattle, WA 98124-4687

Project and Invoices:

The City of Seattle
City Light
Attention: Tracye Cantrell, Project Manager
700 5th Ave., Suite 3200
PO Box 34023
Seattle, WA 98124-4023

If to the Vendor:

Telvent Miner & Miner
Attn: Heather Hansen
4701 Royal Vista Circle

Fort Collins, CO 80528

Section 12: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

A. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Vendor shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

B. If the Vendor will hire employees for this project, the Vendor shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

C. Record-Keeping: The Vendor shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement and permit access to the Vendor's records of employment, employment advertisements, application forms and other pertinent data and records requested by the Seattle City Light Department for the purposes of investigation to determine compliance with the requirements of this section.

D. The Vendor, by executing this Agreement, is affirming that the Vendor complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the requirements of the provisions of this section noted in paragraph A, B and C above shall be a material breach of Agreement for which the Vendor may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.

E. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

Section 13: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

A. If a Vendor intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Vendor shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Vendor agrees to make such efforts as a condition of the Agreement.

B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

C. Record-Keeping: The Vendor shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Vendor solicitations to Subcontractors and suppliers, all Subcontractor and supplier proposals received, and all Subcontractors and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

D. Vendor shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

E. Non-Discrimination: Vendor shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Vendor may be subject to damages and sanctions provided for by the Agreement and by applicable law. Vendors found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Section 14: OTHER LEGAL REQUIREMENTS

A. General Requirement: The Vendor, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Vendor shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: The Vendor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Use of Recycled Content Paper: Whenever practicable, Vendor shall use reusable products including recycled content paper on all documents submitted to the City. Vendor is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Vendors are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.

D. Americans with Disabilities Act: The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

E. Fair Contracting Practices Ordinance: The Vendor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

Section 15: INDEMNIFICATION

The Vendor does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Vendor's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of

this Agreement by the Vendor, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Vendor waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Vendor acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

City agrees to indemnify and hold Vendor, its officers, directors and employees harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from City's negligence or misconduct arising from or related to the performance of the work pursuant to this Agreement.

It is the intent of this agreement that each party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this agreement. Notwithstanding the foregoing, each party's liability to the other party for all claims and damages of any kind whatsoever hereunder, including for tort or breach of contract (except with respect to claims for infringement of the intellectual property rights of a third party, or for personal injury or death or pursuant to this indemnity clause) shall be limited to the total amounts paid and owed by the City to the Vendor under this agreement. Except with respect to claims for infringement of the intellectual property rights of a third party or for personal injury or death or pursuant to this indemnity clause, the Parties agree that any other right of indemnity under this Section shall cease to exist as of the Final Acceptance Date of the final Deliverable under this agreement and that any claims for such indemnity made after this date shall be excluded. City shall continue to have any other remedies available at law, subject to the limits of liability set out herein

At Vendor's expense as described herein, Vendor shall indemnify, defend and hold City and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that Vendor agrees to in settlement of such claim. Vendor shall also reimburse customer for all reasonable expenses incurred by City in respect of such claim. To qualify for such defense and payment, City must: (i) give Vendor prompt written notice of such claim; and (ii) allow Vendor to control, and fully co-operate with City in the defence and all related negotiations. Vendor's obligation under this Section is conditional upon City's agreement that, if the professional services become, or in Vendor's opinion (as stated in writing to City by Vendor) is likely to become the subject of an infringement claim, then City shall permit Vendor, at Vendor's expense, either to procure the right for City to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the City's environment. Vendor shall have no obligation with respect to any claim to the extent it is based on (i) City's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by Vendor; (iii) custom programming for which Vendor does not develop the specifications or where the code at issue is supplied by City. This subsection states Vendor's entire obligation to City regarding intellectual property right infringement.

Vendor's liability, including the liability of any SubVendors or Affiliates, to City in contract tort, strict liability or otherwise regarding the services or Deliverables provided under this Agreement, is limited to amounts paid by City under the Scope of Work which is the basis for the liability. In no event will, Vendor, or any SubVendors or Affiliate be liable for any indirect, special, or consequential damages, including lost profits, even if advised of the possibility of such damage or loss. The Parties expressly acknowledge and agree that they have entered into this Agreement, including the prices herein, in reliance upon the limitations of liability specified herein, which allocate the risk between Vendor and City. If any remedy hereunder is determined to have failed in its essential purpose, all limitations of liability, disclaimers and exclusions of warranty and damages set forth in this Agreement shall remain in effect. The limitation of liability stated in this Article shall not apply to damages resulting from personal injury, death or property damage to tangible physical property which results from Vendor's or any SubVendor's or Affiliate's negligence or willful misconduct. For the purpose of this Article, "Affiliate" shall be defined as the parent company and ultimate parent company of a Party, and its subsidiaries, and all other companies or business entities in which any of the above entities own or possess a controlling interest.

Section 16: INSURANCE

Vendor shall obtain at time of award and maintain in force, minimum coverages and limits of liability of insurance specified below. If the Vendor fails to obtain or maintain these coverages, the City may withdraw its intent to award. All costs are borne by the Vendor.

1. MINIMUM COVERAGES AND LIMITS OF LIABILITY. Vendor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverages and limits of liability as specified below:

   A. Commercial General Liability (CGL) insurance, including:
   - Premises/Operations
   - Products/Completed Operations
   - Personal/Advertising Injury
   - Contractual
   - Independent Contractors
   - Stop Gap/Employers Liability

   with minimum limits of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

   $1,000,000 Personal/Advertising Injury
   $1,000,000 each accident/disease/employee Stop Gap/Employer's Liability

   B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of $1,000,000 CSL.

   C. Worker's Compensation for industrial injury to Vendor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

   D Professional Liability Insurance, with a minimum limit of liability of $1,000,000 each claim.

2. CITY AS ADDITIONAL INSURED. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

3. NO LIMITATION OF LIABILITY. The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Vendor or any Vendor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Vendor, whether such limits are primary, excess, contingent or otherwise.

4. MINIMUM SECURITY REQUIREMENT. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

5. SELF-INSURANCE. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Vendor.

6. EVIDENCE OF COVERAGE. Prior to performance of any scope of work under paragraph 5., Vendor shall provide certification of insurance acceptable to the City evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis. Certification should be issued to The City of Seattle, Risk Management Division, Seattle, WA and shall be delivered in electronic form either as an email attachment to riskmanagement@seattle.gov or faxed to (206) 470-1270.

Section 17: AUDIT

Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to protection and use of City's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for six (6) years from the date of expiration or termination of this Contract whichever is later.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the City's Contract Administration and/or the Office of the Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at the City's own expense. During this Contract's term, Vendor shall provide access to these items at a mutually agreeable time and place.

It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from City's review.

Section 18: CONTRACTUAL RELATIONSHIP

The relationship of Vendor to The City by reason of this Contract shall be that of an independent Vendor. This Contract does not authorize Vendor to act as the agent or legal representative of the City for any purpose whatsoever. Vendor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The City or to bind The City in any manner or thing whatsoever.

It is the intention and understanding of the Parties that Vendor shall be an independent Vendor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor will the City be obligated to pay any social security or other tax that may arise as an incident of employment. The Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Vendor shall not be deemed to convert this Contract to any employment contract. It is recognized that Vendor may be performing professional Work during the term for other parties and that The City is not the exclusive user of the Work that Vendor will provide.

Section 19: ASSIGNMENT AND SUBCONTRACTING

The Vendor shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Vendor shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Vendor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Vendor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 20: INVOLVEMENT OF FORMER CITY EMPLOYEES

Throughout the life of the contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any current or former City employees, officials or volunteers that are working or assisting on solicitation of City business or on completion of the awarded contract. The Vendor must be aware of the City Ethics Code, Seattle Municipal Code 4.16 and advise Contractor workers as applicable.

Section 21 CONTRACT WORKERS WITH 1,000 HOURS

Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month

period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

Section 22: NO CONFLICT OF INTEREST

The Vendor confirms that the Vendor does not, to the best of its knowledge, have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Vendor selection, negotiation, drafting, signing, administration, or evaluating the Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

Section 23: NO GIFTS OR GRATUITIES

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Vendor. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

Section 24: ERRORS & OMISSIONS; CORRECTION

The Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Vendor under this Agreement. In performing the specified services, Vendor shall follow practices consistent with the professional and technical standards in the industry.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

Section 25: INTELLECTUAL PROPERTY RIGHTS

Each party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the services described herein. Nothing in this Agreement shall be construed as restraining either party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

Vendor grants to City, subject to the terms of this Agreement, a personal, non-expiring, nontransferable, nonexclusive license to use and copy the Deliverables (as defined the Scope of Work) solely for City's internal business purposes. City shall include Vendor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The services and Deliverables delivered hereunder are not "work for hire". With the exception of the Deliverables or portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of City, Consultant shall own all right, title, and interest to such Services and Deliverables.

City shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of City's internal business organization the Deliverables, except as required by and in accordance with, the Washington Public Records Act, Chapter 42.56 RCW, or other applicable law.

City shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.

Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Consultant during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Consultant.

Except as set forth above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.

Consultant may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that City's Confidential Information is not disclosed.

Section 26: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Exempt from Disclosure" to any person (other than its own employee, agent, or representative) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by, and in accordance with, the Washington Public Records Act, Chapter 42.56 RCW, or other applicable law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 27: EXTRA WORK

The City may desire to have the Vendor perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

Section 28: KEY PERSONS

The Vendor shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without providing written notice to the City. If, during the term of this Agreement, any such individual leaves the Vendor's employment, the Vendor shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Vendor from its obligations under this Agreement.

Section 29: BACKGROUND CHECKS

1. **Background Checks**

The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Vendor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light.

This section covers background/criminal checks for Vendor workers before they work on certain City tasks, systems and/or locations, to include the discovery and verification of criminal convictions and civil findings. The City may, at its option, determine that only a criminal history check will be performed. This section also covers the requirements if cyber security training is required.

If the City notifies the Vendor to undergo background/criminal checks or cyber security training for vendor workers, the following shall apply.

A. GENERAL REQUIREMENTS

1. The City shall alert the Vendor that the contract task is "High Security" at the time the work request is made to the Vendor or as soon as practical thereafter.

2. Should the Vendor believe it cannot meet these obligations by the scheduled work start dates, the Vendor may seek mutual agreement to a revised start date, or if none is reached, decline the work.

3. The City may require that any Vendor worker receiving SCL Designated Access undergo a background/criminal history check and receive appropriate cyber security training. The Seattle Police Department (SPD) shall conduct all criminal history checks for Seattle Police Department services.

4. The Vendor shall provide a list of names, specified identification information (social security number, birth date and address) and a release signed by the worker for the City to perform a background/criminal history check. Vendor must provide the information to the City before any worker will receive be cleared for work. The list must be submitted at a date mutually agreed upon.

5. The City will conduct a background check using either the Seattle Police Department or any agency with whom the City selects. The City will review the resultant background/criminal history check results. The City shall notify the Vendor of acceptance or rejection of personnel in a timely manner. The City will perform the background check at City cost.

6. For workers rejected by the City, the Vendor will submit to the City alternative names for background checks. Vendor will submit those names promptly, as mutually agreed upon between the Vendor and the City.

7. The Vendor has responsibility to obtain City approval for a sufficient quantity of personnel to provide adequate coverage during the contract term. The City may allow the Vendor to submit a greater number of individuals for background checks and approval than is necessary to accomplish the contract tasks, in order to assure adequate coverage for the contract work (i.e. receive authorization for back-up crew members in the event of an absence by a scheduled crew member).

Notwithstanding the schedules and responsibilities herein, the City and the Vendor may need to consider individuals for emergency replacement in the event a worker cannot perform or is terminated. In such event, the City may allow the Vendor to submit additional names in anticipation of such future need.

8. The City shall not unreasonably withhold approval of such individuals, although the City is not under the obligation to accept individuals that would otherwise be rejected as not suitable.

9. The Background/Criminal check must be renewed every four years for vendor workers. If the worker was required by the City to undergo a background check and/or cyber security training, the Vendor must likewise notify the City when that worker approaches four years. This notice to the City must be no less than sixty (60) days before the end of the four-year period. At that time, to comply with appropriate regulatory requirements, the City may require another background check/criminal.

10. The Vendor shall provide to the City, no less than eight (8) hours from when the status change becomes effective, notice of any Vendor worker who is: (i) reassigned or no longer requires Designated Access to perform the contract tasks, or (ii) terminated by the Vendor for any reason. In no case shall such notice be greater than eight (8) hours.

11. The Vendor shall immediately notify the City Project Manager to report if a worker has a change in criminal history or background status. The City may initiate a new background/criminal check for this or other cause during the term of the worker's access to the City.

12. For furniture moves, on the day(s) of service, at the job site, the Crew Chief is to submit the names of those present at the job site to the City Building Service Manager. The City Project Manager is responsible for rejecting any individuals that have not been approved by the City. Should such a rejection result in a failure by the Vendor to meet the Vendor obligations for a crew of sufficient size to complete the move, the Vendor assumes all resulting liabilities and damages in accordance with the contract and all terms and conditions.

B. CYBER TRAINING REQUIREMENTS

The City may require that any Vendor worker receive appropriate cyber security training. Such workers must receive cyber security training once each year they work under the contract. Such training shall not interfere with Vendor's ability with the project schedule for each Work Authorization (if applicable) and the cost of such training shall be born by the City.

C. ROUTINE ELEMENTS OF A BACKGROUND/CRIMINAL REPORT

Routine background/criminal history check reports shall include identity verification (e.g. social security number verification) and a search of records from any federal, state or county court in the United States, an international records search, and records of all convictions or releases from prison within the last ten (10) years.

D. NON-ROUTINE ELEMENTS OF A BACKGROUND/CRIMINAL REPORT

1. The City may search for dependency actions.

2. The City may search for information on protection proceedings related to sex offender, assault, abuse, or exploitation of a minor, developmentally disabled person, or vulnerable adult, or domestic relations proceedings.
3. The City may search for additional information detail, as determined by the City, above and beyond the scope of a routine background/criminal history check as defined in Section C, General requirements.
4. If the required access for the worker is subject to NERC, the City will require all workers to undergo annual Cyber Security Training offered by Seattle City Light. The workers will be paid for the time they spend in such training. If this requirement applies, the City will require the Vendor to submit a list of such workers and their status of Cyber Training annually upon contract anniversary.

2. SECURITY ACCESS REQUIREMENTS

VENDOR USE OF PREMISES

1. Vendor workers shall have only limited use of the premises for work, storage, access, and equipment, but shall be granted sufficient access in order to perform the services set forth in the Scope of Work.

2. Material/equipment staging areas will be limited to floors and areas designated within the Scope of Work. Maintain clear access to site and building entrances.

3. Driveway use will be limited to loading and unloading only.

4. For furniture moves, the vendor shall be granted the use of up to two parking spaces in the Seattle Municipal Tower parking structure to be paid by the vendor. Arrangements for the use of these two spaces must be made through the Building Management. Other parking spaces in the structure are available at the regular rates. Special parking arrangements may be made through IMPARK Inc., the garage operator at 628-9042.

5. Restrooms may have restricted access, as appropriate to the Scope of Work.

6. All workers who must provide services or delivery at a SCL facility must obtain prior permission from SCL and make arrangements for an SCL escort while on the facility site.

B. RELATED REQUIREMENTS AND DOCUMENTS

1. All Vendor employees at the job site shall wear identification that is prominent and clearly marked, which clearly identifies the individual as an employee with the building services company.

2. When appropriate, Vendors will be issued a Departmental Identification/Access Badge, for the designated contract period, giving them access to the facility for which they require access. These Identification/Access Badges will be returned to the Department at the completion of the contract.

C. WORK AREA

1. Confine operations and storage to the designated work area. Maintain the work area and building clean and in an orderly manner.

2. Safety Procedures: Implement safety procedures as required by the Contract Documents, local codes and laws to ensure the safety of all site personnel and visitors to the site.

D. TEMPORARY CONTROLS

Vendor shall be responsible for proper supervision of personnel to prevent damage, loss or other unauthorized damage as a result of the work performed by the Contractor.

Section 30: DISPUTES

Any dispute or misunderstanding that may arise under this Agreement concerning the Vendor's performance shall first be resolved through negotiations, if possible, between the Vendor's Project Manager and the City's Project Manager, or if necessary shall be referred to the Superintendent of Seattle City Light and the Vendor's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 31: PUBLICITY

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Vendor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee

Section 32: TERMINATION

A. For Cause: The City may terminate this Agreement if the Vendor is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Vendor's own employees; sabotage; or superior governmental regulation or control.

C. For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Vendor.

D. Notice: Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than ten (10) business days prior to the effective date of termination.

E. Actions Upon Termination: In the event of termination not the fault of the Vendor, the Vendor shall be paid for the services completed prior to termination, together with any reimbursable expenses then due, and any demobilization costs, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Vendor agrees that this payment shall fully and adequately compensate the Vendor and all Subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement. In the event of termination for cause, Vendor shall be paid for any Milestones accepted by City prior to termination.

Upon termination for any reason, the Vendor shall provide the City with the most current design documents, contract documents, writings and other products it has produced to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if

termination had not occurred; provided, however, that the City shall indemnify and hold the Vendor harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Vendor's work product.

SECTION 33: DEBARMENT

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Vendor and prevent the Vendor from entering into a contract with the City or from acting as a subcontractor on any contract with the City for up to five years after determining that any of the following reasons exist:

1) The Vendor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
2) The Vendor has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.
3) The Vendor has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract, except for reasons explicitly allowed in this Agreement.
4) The Vendor has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
5) The Vendor has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
6) The Vendor has colluded with another firm to restrain competition.
7) The Vendor has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
8) The Vendor has failed to cooperate in a City debarment investigation.
9) The Vendor has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

Section 34: MISCELLANEOUS PROVISIONS

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

E. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Vendor after the time the same shall have become due nor payment to the Vendor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.

H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Vendor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

J. Attorneys' Fees: Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to a matter or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

K. Authority: Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

TELVENT MINER & MINER, INC.	THE CITY OF SEATTLE
By _____ March 30, 2010	By _____ 4/1/10
Signature Date	Signature Date
_____	_____
Drew Ditter	Nancy Locke
Type or Print Name	Type or Print Name
Director of Commercial Services	City Purchasing Director
Title	Title

City of Seattle Business License Number: 595017

Washington State Unified Business Identifier Number (UBI): 602563232

Federal Tax ID Number: 84-0417004

TELVENT

TELVENT MINER & MINER
SOFTWARE LICENSE AGREEMENT

Contract No. 2010-506

This is a License Agreement and not an Agreement for Sale. This License Agreement (Agreement) is between the City of Seattle (Licensee), whose address is given in Exhibit 1, Registered Licensee Information annexed hereto, and Telvent Miner & Miner, Inc., and gives Licensee certain limited rights to use the proprietary TM&M Software and Related Materials (Software and Related Materials). All rights not specifically granted in this Agreement are reserved to TM&M.

ARTICLE 1
DEFINITIONS

As used herein, the following words, phrases or terms in this Agreement shall have the following meanings:

"Software" means the actual copy of all or any portion of the computer programs delivered, inclusive of backups, updates or merged copies permitted hereunder or subsequently supplied by TM&M.

"Related Materials" means all of the printed materials, user and specification documentation, training documentation, and other material, if any, specifically identified in the Scope of Work for use in conjunction with the confidential Software supplied by TM&M under this Agreement.

"Hardware Key/License Manager" means the device and/or software program that administers the distribution of the licensed number of Software copies of requesting end users.

"Licensed Configuration" means the Licensee's specific computer networks and/or computer systems which are licensed to use the Software, as designated through the internet website url: www.miner.com/licenses.html.

ARTICLE 2
RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

a. Retention of Rights. TM&M retains exclusive title and ownership of any copy of the Software and Related Materials licensed under this Agreement. Based on Licensee's making full payment of any required amounts, TM&M hereby grants to Licensee a personal, non-expiring, non-exclusive, nontransferable license to use the Software and Related Materials pursuant to the terms and conditions of this Agreement. From the date of receipt, Licensee agrees to use best

efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

b. License Management. TM&M employs a License Manager to limit use of the licensed Software to specific computer networks and/or computer systems. TM&M reserves the right to update its License Manager as necessary. As each configuration of computer networks and/or computer systems may be unique, Licensee agrees to conform its use of the Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by this reference, inclusive of any written modifications approved by TM&M. Licensee is required to update its Licensed Configuration to reflect current use of Software for license management purposes.

ARTICLE 3
COPYRIGHT

The Software and Related Materials are owned by TM&M and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export the Software and Related Materials into a country that does not have copyright laws that will protect TM&M's proprietary rights.

ARTICLE 4
SCOPE OF USE

a. Permitted Uses. The license grant permits the Licensee to do only each of the following:

- Licensee may install the Software onto the computer systems designated by the Licensed Configuration.
- Licensee may use the Software and Related Materials for its internal business and governmental operations only.
- Licensee may access and use any secure TM&M Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows TM&M's terms of use policy specified therein. All password or controlled access information provided by TM&M shall be treated as confidential, to the extent, if any, that any such information is exempt from disclosure pursuant to, and in accordance with, the Washington Public Records Act, Chapter 42.56 RCW.
- Licensee may make only one copy of the Software for archival purposes unless the right to make additional copies is granted to Licensee in writing by TM&M.

b. Uses Not Permitted. The Licensee has no rights to:

- Licensee may not sell, rent, lease, sublicense, lend, time-share or transfer, in whole or in part, or provide unlicensed Third Parties access to prior or present versions of the Software and Related Materials, any updates, or Licensee's rights under this Agreement,
- Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Manager software program used.

- Licensee may not alter, modify or create any derivative works of the Software and Related Materials.

- Licensee may not make additional copies of the Software and Related Materials.

- Licensee may not remove or obscure any copyright or trademark notices from the Software or Related Materials.

c. Use By Contractors: A contractor of Licensee ("Contractor"), may be permitted to use one or more of the licenses for the Software under the following terms and conditions.

- The term Contractor refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform construction or other work on Licensee's behalf. No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS design tool software product unless express written consent is obtained in advance from TM&M.

- No licensing rights will be provided to the Contractor. The license will remain licensed to the Licensee. When its Contractors use the Software, Licensee will be responsible for ensuring the use of the Software in accordance with the terms of this Agreement.

- Any Contractor permitted to use the Software by Licensee will use the Software only to perform work on behalf of Licensee. The Software may not be used by the Contractor to perform work for any other Licensee.

- Licensee will advise each Contractor in writing of the terms of use of Software. Each Contractor will acknowledge in writing that it understands and will abide by those terms.

- Licensee will require each Contractor to execute a nondisclosure agreement with Licensee in which the Contractor agrees to protect the Software from disclosure to third parties other than the Contractor and its employees.

- Licensee will keep a written record of which Contractors are using the Software. TM&M may audit these records upon request, provided that such audits may not unreasonably interfere with Licensee's business and shall occur only during Licensee's normal hours of operation.

- If a Contractor that is using the Software ceases to perform work for Licensee, then Licensee will ensure that either (a) the Software and any Related Materials that have been provided to the Contractor are returned to Licensee, or (b) the Contractor certifies in writing that it has destroyed all copies of the Software and any Related Materials that have been provided to the Contractor.

Such limits shall apply to use of either a portion of or the entire Software or Related Materials.

ARTICLE 5
TERM

The license granted by this Agreement shall not expire unless terminated as provided herein. The right to use the Software and Related Materials may be automatically terminated by TM&M without notice and without refund if Licensee fails to comply with any provision of this Agreement or contributes to any infringement of any proprietary rights in the Software or Related Materials. Licensee will upon any termination uninstall and return to TM&M the Software, Related Materials, and any whole or partial copies, codes, modifications, and merged portions in any form. The parties hereby agree that all provisions, which operate to protect the rights of TM&M, shall remain in force should any termination occur.

ARTICLE 6
ASSIGNMENT

Licensee shall not assign this contract or Licensee's rights hereunder without the prior written consent of TM&M. Any purported assignment without such consent shall be null and void.

ARTICLE 7
MERGER OR ACQUISITION

Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of this License, Licensee shall notify TM&M in writing within a reasonable time. Successor shall be subject to the terms of this License or must stop use and return all Software and Related Materials. A separate License (or an Addendum to this License) may be required covering any additional licenses required because of the merger or acquisition. Licensee will be responsible to update its Licensed Configuration to reflect current use of Software for license management purposes.

ARTICLE 8
LIMITED WARRANTY AND DISCLAIMER

a. Limited Warranty. TM&M warrants that the unaltered Software and media, under normal use, will conform substantially to the Related Materials and will be free from defects in materials

and workmanship for a period of three (3) months from the date of issue of the software download password or of the license file(s), whichever is first.

b. General Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, TM&M DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS.

c. Data Disclaimer. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE QUALITY AND ACCURACY OF DATA USED IN CONJUNCTION WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT. TM&M MAKES NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, TM&M does not warrant that the data will meet Licensee's needs or expectations, the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Licensee should always verify its data including, but not limited to, map, spatial, raster, and tabular information, against its own records.

d. Exclusive Remedy. During the warranty period, TM&M's entire liability and Licensee's exclusive remedy shall be, at TM&M's option, to use best efforts to correct or work around errors, to replace the Software and Related Materials in accordance with the TM&M Maintenance and Support Policy, or to return the license fees paid and terminate the Agreement upon the Licensee uninstalling and returning the Software and Related Materials to TM&M with a copy of Licensee's receipt.

ARTICLE 9
SOFTWARE MAINTENANCE

TM&M offers a one-year complimentary maintenance period that begins seven days from the date of issue of the software download password or of the license file(s), whichever is first. Software maintenance and support beyond the complimentary period is available at the option of Licensee as specified in TM&M's Software Maintenance and Support Policy (please see www.miner.com/support/index.shtml for specific terms of reference.) Software maintenance and support, whether during the complimentary maintenance period or during another time period covered under a paid maintenance period, consists of Software and/or Related Materials, updates, and access to technical support and other benefits specified in the most current applicable TM&M Maintenance Support Services Policy.

ARTICLE 10
LIMITATION OF LIABILITY

a. Disclaimer of Certain Types of General Liability. TM&M SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN

CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT TM&M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation of Liability. IN NO EVENT SHALL TM&M'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO TM&M BY LICENSEE FOR SOFTWARE AND/OR RELATED MATERIALS PURSUANT TO THIS AGREEMENT.

ARTICLE 11
INDEMNITY AGAINST INFRINGEMENT

a. Indemnification. TM&M, at its own expense, shall defend and indemnify Licensee from all claims that the Software and Related Materials furnished under this Agreement infringe a copyright, patent, trade secret, trademark, or other intellectural property right, provided that Licensee gives TM&M prompt written notice of such claims and permits TM&M the sole right to control the defense of all such claims and provides TM&M all reasonable cooperation.

b. Remedies. As to any Software and Related Materials that are or in the opinion of TM&M may become subject to a claim of infringement, TM&M, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make them non-infringing. If neither of such alternatives is commercially practical, the infringing items shall be returned to TM&M and TM&M's sole liability shall be to refund license fees paid by Licensee.

c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Software and Related Materials or breaches this Agreement in any way, TM&M will not indemnify nor defend Licensee from any infringement claim resulting from any of these modifications or alterations.

THIS SECTION STATES TM&M'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

ARTICLE 12
GENERAL PROVISIONS

a. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or

orders relating to the export of computer software or know-how relating thereto. TM&M Software and Related Materials may be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from TM&M and the U. S. Office of Export Control.

b. Additional Software Licenses: Additional TM&M software licenses will be governed by this Agreement and may be ordered without signed amendments to this Agreement.

c. Severability: If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

d. No Implied Waivers: No failure or delay by TM&M in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by TM&M.

e. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

g. Entire Agreement and Amendments: This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information
Exhibit 2 – Software and Pricing List

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:
CITY OF SEATTLE
(Licensee)

By: _____
Authorized Signature

Printed Name: NANCY LOCKE

Title: CITY PURCHASING DIRECTOR

Date: 4/1/10

TELVENT MINER & MINER, INC.
(TM&M)

By: _____
Authorized Signature

Printed Name: DREW DITTER

Title: DIRECTOR OF COMMERCIAL SERVICES

Date: MARCH 30, 2010

EXHIBIT 1
Registered Client Information

Client Name:

Seattle City Light

City of Seattle

Primary Contact:

Marlene Flynn

Mailing Address:

700 5th Ave, Suite 3200

PO Box 34023

Seattle, WA 98124-4023

Email:marlene.flynn@seattle.gov

Telephone No.:206-684-3773

Fax No.:206-684-3350

Bill To:

Tracye Cantrell, Project Manager

Address:

700 5th Ave., Suite 3200

PO Box 34023

Seattle, WA 98124-4023

Ship Original Software To:

Same as Bill To Name and address

Address:

Client's Contract Administrator's Name:

Vivian Uno

Address:

Purchasing Services Division

700 5th Avenue, Suite 4112

PO Box 94687

Seattle, WA 98124-4687

Telephone No.: 206-684-0449

Fax No.: email: vivian.uno@seattle.gov

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification No. _____ and a copy of the applicable state documentation, or

2. A copy of your Tax Exemption Certificate.

EXHIBIT 2
TM&M Software and Pricing List

The TM&M ArcFM Solution products listed in this Exhibit 2 are available for purchase by Licensee. The pricing set forth below is TM&M's standard list pricing and the standard cost for maintenance and support in accordance with Article 9 of the agreement. All standard software and pricing is subject to change without amendment to this Agreement.

Software

QUANTITY	DESCRIPTION	UNIT PRICE
1	ArcFM Enterprise (Seat 1 includes ArcFM ArcCatalog tools)	$ 10,000.00
1	ArcFM (2-n)	$ 3,900.00
1	Designer (1st Seat)	$ 12,000.00
1	Designer (2-n)	$ 9,000.00
1	Designer Staker (Seat #1-n)	$ 3,500.00
1	Designer Express (Seat #1)	$ 11,000.00
1	Designer Express (2-n)	$ 5,900.00
1	ArcFM Viewer (Seat #1-n)	$ 495.00
1	Redliner Extension for ArcFM Viewer	$ 300.00
1	Inspector Extension for ArcFM Viewer	$ 400.00
1	Conduit Manager (Seat #1-n)	$ 7,500.00
1	Fiber Manager (Seat #1-n)	$ 7,500.00
1	Network Adapter does not include the 3rd party network solver (Seat #1-n)	$ 2,500.00
1	ArcFM Geodatabase Manager (Seat #1-n)	$ 20,000.00
1	ArcFM Server - Standard (2 Cores per CPU)	$ 10,000.00
1	ArcFM Engine Developer Kit for ArcGIS Engine (Seat #1)	$ 3,300.00
1	ArcFM Engine Developer Kit for ArcGIS Engine (2-n)	$ 1,800.00
1	ArcFM Engine Editor Extension	$ 669.00
1	ArcFM Engine Runtime	$ 495.00

Maintenance

QUANTITY	DESCRIPTION	UNIT PRICE
1	ArcFM (Seat #1)	$ 1,800.00
1	ArcFM (2-n)	$ 702.00
1	Designer (Seat #1)	$ 2,160.00
1	Designer (2-n)	$ 1,620.00
1	Designer Staker (Seat #1-n)	$ 630.00
1	Designer Express (Seat #1)	$ 1,980.00
1	Designer Express (2-n)	$ 1,062.00
1	ArcFM Viewer (Seat #1-n)	$ 89.10
1	Redliner Extension for ArcFM Viewer	$ 54.00
1	Inspector Extension for ArcFM Viewer	$ 72.00
1	Conduit Manager (Seat #1-n)	$ 1,350.00

1	Fiber Manager (Seat #1-n)	$	1,350.00
1	Network Adapter (Seat #1-n)	$	450.00
1	ArcFM Geodatabase Manager (Seat #1-n)	$	5,000.00
1	ArcFM Server - Standard (2 Cores per CPU)	$	2,500.00
1	ArcFM Engine Developer Kit for ArcGIS Engine (Seat #1)	$	2,000.00
1	ArcFM Engine Developer Kit for ArcGIS Engine (2-n)	$	900.00
1	ArcFM Engine Editor Extension	$	260.00
1	ArcFM Engine Runtime	$	150.00

Prices do not include required ESRI software.
Software provided upon receipt of signed MM License Agreement
Maintenance is subject to an annual increase of 8%.
All prices are quoted in United States dollars
A seat of ArcFM requires a seat of ESRI ArcEditor
A seat of ArcFM Viewer requires a seat of ESRI ArcView or ArcEngine
A seat of Designer requires a seat of ESRI ArcEditor
Designer Staker requires a seat of ArcGIS Engine
Designer Express requires a seat of ArcEdito
Conduit Manager is an extension of ArcFM or Designer
Fiber Manager is an extension of ArcFM or Designer
Network Adapter is an extension of ArcFM or Designer
Redliner is sold as an extension to ArcFM Viewer
Inspector is sold as an extension to ArcFM Viewer and requires ESRI ArcGIS Engine and Geodatabase Update
ArcFM Server Standard requires ESRI ArcGIS Server Standard or Advanced
ArcFM for ArcGIS Server licence requirements are subject to type of hardware and concurrency
ArcFM Geodatabase Manager requires either ArcInfo, ArcEditor, or ArcGIS Engine with Geodatabase Update.
ArcFM Engine Runtime requires ESRI ArcGIS Engine
ArcFM Engine Editor Extension requires ESRI ArcEngine Geodatabase Update
For Responder, one ESRI ArcEditor or ArcView seat is required for each Dispatcher
For Responder, one ESRI ArcEditor is required for the Application Server
For Responder, one ESRI ArcGIS Server Basic is required for the Operational Server if run separate from GIS Server