VENDOR CONTRACT

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

Vendor Contract #	Date	Change Order #
0000001204	4/3/2012	5

Payment Terms	Freight Terms
Net 30 Days	FOB Destination, Prepaid and Allowed

Buyer:	FAX:	Phone:
Vivian Uno	(206)233-5155	(206)684-0449

Vendor # 0000252699
Infor Global Solutions (Michigan), Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Contact: Carol Phillips
Phone #: 770-410-7984/678-319-8043
Fax #: 678-319-9143
Email: carol.phillips@infor.com

Ship To:

City Departments

Bill To:

See below

Comshare U.S. Inc. which became known as Geac Performance Management (U.S.), Inc. and then Extensity (U.S.), Inc. and now is Infor Global Solutions (Michigan), Inc. was awarded a negotiated contract for Software and Services for existing Comshare Systems. Change Order #5 extends the contract term for an additional three (3) years to 12/31/2015.

During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term:	1/23/2003 through 4/30/2006 (GEAC Performance Management (U.S.), Inc.)
Change Order #1:	4/30/2006 through 12/31/2008
Change Order #2:	1/01/2009 through 12/31/2009
Change Order #3:	Assigns contract to Infor
Change Order #4:	1/01/2010 through 12/31/2012
Change Order #5:	1/01/2012 through 12/31/2015

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000001204.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. For maintenance services under this contract, City must provide thirty (30) days written notice prior to the annual renewal date of maintenance.

This contract change order is subject to the terms and conditions of the Software License Agreement dated November 15, 1997, between Comshare (U.S.) Inc and the City of Seattle as amended.

If prompt delivery/service or pick-up of contract materials cannot be performed please notify Vivian Uno DEA/Purchasing Services Division, at 206-684-0449 or vivian.uno@seattle.gov.

To order services on this contract, please contact Thomas Falk, (602-445-6220).

Authorized Signature/Date

4/4/2012

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 3rd AVE #910
Seattle, WA 98104-1808

Vendor Contract #	Date	Change Order #
0000001204	12/17/09	4
Payment Terms	**Freight Terms**	
Net 30 Days	FOB Destination, Prepaid and Allowed	
Buyer:	**FAX:**	**Phone:**
Vivian Uno	(206)233-5155	(206)684-0449

Vendor # 0000252699
Infor Global Solutions (Michigan), Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Contact: Carol Phillips
Phone #: 770-410-7984/678-319-8043
Fax #: 678-319-9143
Email: carol.phillips@infor.com

Ship To:
City Departments
Bill To:
See below

Comshare U.S. Inc. which became known as Geac Performance Management (U.S.), Inc. and then Extensity (U.S.), Inc. and now is Infor Global Solutions (Michigan), Inc. was awarded a negotiated contract for Software and Services for existing Comshare Systems. Change Order #3 extends the contract term for an additional three (3) years to 12/31/2012.

During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term:	1/23/2003 through 4/30/2006 (GEAC Performance Management (U.S.), Inc.)
Change Order #1:	4/30/2006 through 12/31/2008
Change Order #2:	1/01/2009 through 12/31/2009
Change Order #3:	Assigns contract to Infor
Change Order #4:	1/01/2010 through 12/31/2012

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000001204.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. For maintenance services under this contract, City must provide thirty (30) days written notice prior to the annual renewal date of maintenance.

This contract change order is subject to the terms and conditions of the Software License Agreement dated November 15, 1997, between Comshare (U.S.) Inc and the City of Seattleas amended.

If prompt delivery/service or pick-up of contract materials cannot be performed please notify Vivian Uno DEA/Purchasing Services Division, at 206-684-0449 or vivian.uno@seattle.gov.

To order services on this contract, please contact Terry Lay, (540-955-4895) Terry.Lay@infor.com

Authorized Signature/Date

Vivian Uno 12/17/09

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 3rd AVE #910
Seattle, WA 98104-1808

Vendor Contract #		Date	Change Order #
0000001204		12/2/08	3
Payment Terms	Freight Terms		
Net 30 Days	FOB Destination, Prepaid and Allowed		
Buyer:		FAX:	Phone:
Vivian Uno		(206)233-5155	(206)684-0449

Vendor # 0000252699
Infor Global Solutions (Michigan), Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Contact: Carol Phillips
Phone #: 770-410-7984/678-319-8043
Fax #: 678-319-9143
Email: carol.phillips@infor.com

Ship To:

City Departments

Bill To:

See below

Comshare U.S. Inc. which became known as Geac Performance Management (U.S.), Inc. and then Extensity (U.S.), Inc. was awarded a negotiated contract for Software and Services for existing Comshare Systems. Change Order #3 extends the contract term for an additional year to 12/31/2009, revises the vendor name to Infor Global Solutions (Michigan), Inc. to reflect the assignment of Vendor Contract #0000001204 from Extensity (U.S.), Inc. to Infor Global Solutions (Michigan), Inc., revises the vendor contact persons.

During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term: 1/23/2003 through 4/30/2006 (GEAC Performance Management (U.S.), Inc.)
Change Order #1: 4/30/2006 through 12/31/2008
Change Order #2: 1/01/2009 through 12/31/2009
Change Order #3: Assigns contract to Infor

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000001204.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

Vendor Contract #0000001204 is a continuation of Vendor Contract B90386.

This contract is subject to your proposal dated 2/7/03, 7/3/03 and is subject to the terms and conditions of the Software License Agreement dated November 15, 1997, between Comshare (U.S.) Inc and the City of Seattle, Revised Attachment #1, and the City of Seattle Terms and Conditions, Attachment #2 (in receipt) and Acceptance of Assignment executed 11/17/08 by Infor Global Solutions (Michigan), Inc. and Consent to Assignment executed 12/2/08 by the City of Seattle.

Authorized Signature/Date

Vivian Uno 12/2/08

If prompt delivery/service or pick-up of contract materials cannot be performed please notify Vivian Uno DEA/Purchasing Services Division, at 206-684-0449 or vivian.uno@seattle.gov.

To order services on this contract, please contact Terry Lay, (540-955-4895) Terry.Lay@infor.com

Authorized Signature/Date

V Uno 12/2/08

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 3rd AVE #910
Seattle, WA 98104-1808

Vendor Contract #	Date	Change Order #
0000001204	10/09/08	2
Payment Terms	**Freight Terms**	
Net 30 Days	FOB Destination, Prepaid and Allowed	
Buyer:	**FAX:**	**Phone:**
Vivian Uno	(206)233-5155	(206)684-40449

Vendor # 0000063459
Extensity (U.S.), Inc.
66 Perimeter Center East
Atlanta, GA 90346

Contact: Arnetta Cameron
Phone #: 404-239-2048/800-752-1109
Fax #: 404-239-2047
Email: Arnetta.Cameron@Extensity.com
*See attachment for additional contact persons

Ship To:
City Departments
Bill To:
See below

Comshare U.S. Inc. (now Extensity (U.S.), Inc. was awarded a negotiated contract for maintenance services for existing Comshare (now MPC) Systems. Change Order #2 extends the contract term for an additional year to 12/31/2009.

During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term: 1/23/2003 through 4/30/2006 (GEAC Performance Management (U.S.), Inc.)
Change Order #1: 4/30/2006 through 12/31/2008
Change Order #2: 1/01/2009 through 12/31/2009

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000001204.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

Vendor Contract #0000001204 is a continuation of Vendor Contract B90386.

This contract is subject to your proposal dated 2/7/03, 7/3/03 and is subject to the terms and conditions of the Software License Agreement dated November 15, 1997, between Comshare (U.S.) Inc and the City of Seattle, Revised Attachment #1, and the City of Seattle Terms and Conditions, Attachment #2 (in receipt).

If prompt delivery/service or pick-up of contract materials cannot be performed please notify Vivian Uno DEA/Purchasing Services Division, at 206-684-0449 or vivian.uno@seattle.gov.

Authorized Signature/Date

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 3rd AVE #910
Seattle, WA 98104-1808

Vendor Contract #	Date	Change Order #
0000001204	07/28/06	1
Payment Terms	**Freight Terms**	
Net 30 Days	FOB Destination, Prepaid and Allowed	
Buyer:	**FAX:**	**Phone:**
Vivian Uno	(206)233-5155	(206)684-40449

Vendor # 0000063459
Extensity (U.S.), Inc.
66 Perimeter Center East
Atlanta, GA 90346

Contact: Arnetta Cameron
Phone #: 404-239-2048/800-752-1109
Fax #: 404-239-2047
Email: Arnetta.Cameron@Extensity.com
*See attachment for additional contact persons

Ship To:
City Departments

Bill To:
See below

CHANGE ORDER #1 AMENDS VENDOR CONTRACT #0000001204 AS FOLLOWS:

(a) REVISES THE CONTRACT TO CHANGE THE NAME OF THE VENDOR TO EXTENSITY (U.S.), INC. (FORMERLY GEAC PERFORMANCE MANAGEMENT (U.S.), INC. FORMALLY COMSHARE (U.S.), INC.),

(b) REVISES THE SPECIFICATIONS IN ACCORDANCE WITH REVISED ATTACHMENT #1, AND,

(c) EXTENDS THE TERM OF THE CONTRACT THROUGH 12/31/2008 FOR SUPPLYING THE CITY OF SEATTLE CITY DEPARTMENTS WITH SOFTWARE & SERVICES.

IN ALL OTHER RESPECTS, THIS VENDOR CONTRACT #0000001204 REMAINS UNCHANGED.

During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term: 1/23/2003 through 4/30/2006 (GEAC Performance Management (U.S.), Inc.)
Change Order #1: 4/30/2006 through 12/31/2008

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000001204.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

Vendor Contract #0000001204 is a continuation of Vendor Contract B90386.

Authorized Signature/Date
7/28/06 7/28/06

Extensity (U.S.), Inc. (Formerly GEAC, formerly Comshare)
66 Perimeter Center East
Atlanta, GA 30346

SOFTWARE & SERVICES

The Extensity Contact Personnel for this contract are:

Consulting:	Shri Ranganathan, phone....	404-239-2031,	fax..... 404-239-2188
Sales:	Eric Sanchez, phone....	916-765-1121,	fax..... 404-239-2188

Maintenance

Below is a description of what maintenance covers from Contractor's Software License Agreement.

a. Services.

Customer may purchase Extensity's standard maintenance services ("Maintenance"), which consist of the following: (i) new standard releases of software; (ii) standard customer helpline services; and (iii) problem solving as described below. Any software, bug fixes, documentation, or other items provided as a part of Maintenance will automatically be licensed to Customer under this Agreement. When a problem occurs that is caused by a defect in an unaltered current release of a Product, Extensity's representative will: (i) supply Customer with all available correction information; and (ii) advise Customer concerning any planned resolution. Extensity will use all reasonable efforts to correct material defects. Extensity shall have the right to charge reasonable fees, if Extensity spends time investigating or fixing a problem that is not caused by a current standard release of a Product. Failure to purchase Maintenance for all licensed Products may result in incompatibility among Products, for which Customer shall have no remedy and Extensity shall have no obligation.

b. Initial and Renewal Periods.

Maintenance begins on the first day of the month after the month in which the Products are shipped. Except as otherwise agreed to in writing, the initial Maintenance period (the "Initial Period") is twelve (12) months. After the Initial Period, Maintenance shall continue for consecutive annual renewal periods, unless canceled by either party on thirty (30) days' written notice prior to the beginning of the next renewal period. Extensity may adjust the Maintenance period for Products licensed by Customer so that the Maintenance periods for all Products licensed by Customer will conclude on the same calendar date.

c. Fees.

Maintenance fees are set forth in the Schedules executed by the Customer. Customer may not purchase Maintenance for less than all copies of any Product licensed to Customer. Customer agrees

that it will not distribute or use any information or benefits obtained as a result of Maintenance to or for the benefit of any Product for which the current Maintenance fee has not been paid.

Consulting and Training:

Prices and Description are listed on the following website:

http://www.extensity.com/object/MPC_customer_education_PM.html

Software:

Software prices shall be negotiated between Extensity and Customer at time of new purchases.

Reimbursable Expenses

All reasonable other direct costs , including but not limited to the following, will be billed at cost. GEAC shall provide all such documentation within 30 days of request.

- Transportation, lodging and subsistence.
- Shipping charges and insurance for hardware, equipment, documentation, etc.
- Rental or purchase of direct materials and equipment as directed by client.
- Reproduction of reports or documents.
- Data communication, telephone calls, cables, telexes, telecopies and postage.

Billed Employee Time

Invoices shall detail the work performed, hours worked, employee's names, numbers, and job classifications.

Direct, Travel, and Mileage Expenses

The City will reimburse the contractor at cost for expenditures that are necessary and directly applicable to the work required by the Contract provided that similar direct costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct costs may not be charged as part of overhead expenses.

Direct expenses will be reimbursed at the actual cost to the contractor. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants or sub-contractors.

The billing for direct expenses shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, sub-contractor/sub-consultant paid invoices, and other supporting documents used by the contractor to generate invoice(s) to the City. The original supporting documents shall be supplied to the City upon request. All charges must be necessary for the services provided under the contractor.

Air travel or other ground travel will only be reimbursed to economy class levels unless otherwise approved in advance by the City. All costs related to travel, lodging, and transportation shall be in accordance with the Runzheimer Guide to Daily Travel for the applicable area where the expense was incurred. Vehicle mileage reimbursement shall be in accordance with the Federal IRS issued Standard business Mileage Rate in effect at the time the mileage expense is incurred.

Meals shall be in accordance with the Federal Per Diem meal allowance schedule as authorized for the applicable area by the U.S. Internal Revenue Service (IRS).

Meals shall be in accordance with the Federal Per Diem meal allowance schedule as authorized for the applicable area by the U.S. Internal Revenue Service (IRS).

The amount of the authorized meal per diem is calculated by day. These meal per diem amounts include tips. The Federal Meal Per Diem Rate requires reductions of per diem allowances for partial days. The employee is allowed one-fourth of the per diem for each quarter of the day spent traveling or away from home. The IRS defines quarters to be: midnight to 6:00am, 6:00am to noon, noon to 6:00pm, and 6:00pm to midnight. Based on the IRS definition of quarter days for the per diem, the following criteria should be used for identifying the number of meals:

FEDERAL QUARTER-DAY DISTRIBUTION	MEAL ALLOCATION
6 a.m. to noon	**1 breakfast**
Noon to 6 p.m.	**1 lunch**
6 p.m. to midnight **Midnight to 6am**	**1 dinner**

EXTENSITY will agree to provide receipts (within 30 days of request) and work within the guidelines for the travel items listed below (upon request):

- Airfare – Airline ticket (City will pay for economy class levels only)
- Meals – Meals (billed at the Federal Per Diem daily rate for the city in which the work is performed), no receipts or additional documentation required
- Lodging – A receipt detailing each day/night lodging is required.
- Vehicle Mileage – Mileage is to be billed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 34.5 cents per mile.)
- Rental Car – Rental car receipts are required documentation (the City will pay for "Compact" vehicles only 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.) – Receipts are required for expenses exceeding ten dollars ($10.00) each.
- Miscellaneous other business expenses (e.g. printing, photo development, and binding) – Receipts will be required for expenses exceeding two hundred fifty dollars ($250) each.
- Subcontractor – copies of all subcontractor invoices that are marked up and rebilled to the City are required.

Disallowed Expenses

The following is a non-exclusive list of expenses that are not reimbursable.

- Air phone charges
- Airline club memberships
- Airline upgrade certificates
- Alcoholic beverages
- Baby-sitting, child care
- Barber, hair stylist, manicurist
- Briefcases/luggage
- Car washes
- Clothing, including formal business attire rental
- Dry cleaning, laundry
- Fines
- Flight insurance
- Forfeitures
- Free flight, hotel, or car rental coupons
- Gambling losses and expenses
- Gum, candy, or cigarettes
- Lost luggage
- Massage/spa charges
- Penalties (other than airline en route changes outlined in section 7.0)
- Personal credit card fees or interest charges
- Personal property insurance
- Personal or chartered aircraft (unless it can be shown it was for legitimate City business and was the cheapest mode of transportation)
- Personal entertainment, including theater/sports tickets, in-flight/in-room movies, books
- Personal telephone calls
- Pet boarding or supplies
- Shoe shines
- Sports and social club dues/memberships
- Supplemental car rental insurance
- Theft or loss of personal property
- Toiletries
- Traffic, speeding, or parking tickets
- Travel, lodging, and meal expenses for non-employees of the vendor (i.e. family), are not allowed.

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 5th AVE #4112
Seattle, WA 98124-4687

Vendor Contract #	Date	Change Order #
0000001204	1/23/04	
Payment Terms	**Freight Terms**	
Net 30 Days	PREPAID & ALLOWED	
Buyer:	**FAX:**	**Phone:**
S. Glenn	206/233-5155	206/684-0445

Vendor #: 0000179994
GEAC ENTERPRISE SOLUTIONS, INC.
66 Perimeter Center East
Atlanta, GA 30346

Contact: **DENISE DeLEO**
A/R Administrator

Tanya

Ship To:
CITY DEPARTMENTS
Bill To:
SEE BELOW

GEAC (formally Comshare (U.S.), Inc.) is awarded a contract for supplying the **City of Seattle CITY DEPARTMENTS** with **SOFTWARE & SERVICES**, per Attachments #1 and the City of Seattle Terms and Conditions, Attachment #2, for the period from 1/23/2003 through 4/30/2006. During the term of this agreement either party may propose changes, provided thirty (30) days advanced written notice is furnished.

Contract Term: 12/1/1997 through 4/30/2002 (Contract #B90368 w/Comshare)
Change Order #1: 7/03/2003 through 4/30/2006 (B90368 w/Comshare)
New Contract: 1/23/2003 through 4/30/2006 Geac

Orders shall be placed by the CITY Departments. Invoices shall be mailed in duplicate to the CITY Departments, Accounts Payable, per attached list. Each invoice shall indicate Contract #B90386.

This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

This contract is subject to your proposal dated 2/7/03, 7/3/03 and is subject to the terms and conditions of the Software License Agreement dated November 15, 1997, between Comshare (U.S.) Inc and the City of Seattle. This new contract is the result of the Acquisition of Comshare by Geac notification from Ken Kane 1/12/2004 & telephone conversation with Sandy Price, 1/13/2004.

If prompt delivery/service or pick-up of contract materials cannot be affected please notify Sonia Glenn DEA/Purchasing Services Division, at 206-684-0445 or sonia.glenn@seattle.gov.

Sonia Glenn
Authorized Signature/Date

NZ -

Attachment #1,
VENDOR CONTRACT #0000001204
1/23/2004 through 4/30/2006

GEAC ENTERPRISE SOLUTIONS, INC.

66 Perimeter Center East

Atlanta, GA 30346

GEAC (COMSHARE) SOFTWARE & SERVICES

The Contact Personnel for this contract are:

Consulting: Sandy Price, phone.... 714-573-7149, fax..... 734-205-0065
Sales: Paul Roe, phone.... 425-424-0110, fax.....734-205-0309

Below is the new pricing structure, all prices do not include database:

GEAC Performance Management (PM) Application-$80,000 per server
Budgeting component-$30,000 per server
Forecasting componenet-$30,000 per server
Financial Consolidation-$60,000 per server
Production Reporting-$20,000 per server
Concurrent users-$3,000 per user
Named users-$1,200 per user
Development/Test Server (must have purchased PM software first)-$5,000 per Concurrent user
Pocket Analytix Server-$10,000 per server
Planning Module-$5,000 per copy
Planning Module bundle (5 users)-$10,000
Planning additional users (beyond 5)-$1,500 per user

All maintenance is 20% of license fees per year. Below is a description of what maintenance covers from our Software License Agreement.

4. Maintenance
   a. Services.

Customer may purchase GEAC's standard maintenance services ("Maintenance"), which consist of the following: (i) new standard releases of software; (ii) standard customer helpline services; and (iii) problem solving as described below. Any software, bug fixes, documentation, or other items provided as a part of Maintenance will automatically be licensed to Customer under this Agreement. When a problem occurs that is caused by a defect in an unaltered current release of a Product, GEAC's representative will: (i) supply Customer with all available correction information; and (ii) advise Customer concerning any planned resolution. GEAC will use all reasonable efforts to correct material defects. GEAC shall have the right to charge reasonable fees if GEAC spends time investigating or fixing a problem that is not caused by a current standard release of a Product. Failure to

purchase Maintenance for all licensed Products may result in incompatibility among Products, for which Customer shall have no remedy and GEAC shall have no obligation.

b. Initial and Renewal Periods.

Maintenance begins on the first day of the month after the month in which the Products are shipped. Except as otherwise agreed to in writing, the initial Maintenance period (the "Initial Period") is twelve (12) months. After the Initial Period, Maintenance shall continue for consecutive annual renewal periods, unless canceled by either party on thirty (30) days' written notice prior to the beginning of the next renewal period. GEAC may adjust the Maintenance period for Products licensed by Customer so that the Maintenance periods for all Products licensed by Customer will conclude on the same calendar date.

c. Fees.

Maintenance fees are set forth in the Schedule. Customer may not purchase Maintenance for less than all copies of any Product licensed to Customer. Customer agrees that it will not distribute or use any information or benefits obtained as a result of Maintenance to or for the benefit of any Product for which the current Maintenance fee has not been paid.

Consulting and Training Rates

All prices exclude travel and living expenses.
T&L expenses are billed separately at the actual costs incurred.

Consultant Rates

Title	Hourly Rate
Associate Consultant	175
Applications Consultant	200
Senior Applications Consultant	225
Applications Specialist	250
Technical Consultant	250
Project Manager	250
Consulting Manager	300

Other Rates

Title	Daily Rate
Product Systems Integration (PSI)	2,000
MPC Solutions	2,000

Training

Title	Daily Rate
Scheduled training classes (per person per day)	500
Scheduled training classes (4 to a maximum of 8 attendees)	2,000
On-site classes (up to 6 attendees, excluding T&L and prep.)	2,000
Each additional On-site trainee (up to 12 max.)	150
Each copy of training material (with no on-site training)	100
Each copy of course leader training manual (with no on-site training)	150

Course Descriptions:

GEAC Decision - Introduction 5.0

Use View Manager to define and create a grid, chart, and dimension controller for display in web pages. While these objects are JAVA applets, you do not need to know JAVA or HTML for this course.

Audience

Application developers and administrators.

Prerequisites

Understanding of web concepts and HTML helpful, but not required

Topics

- Create and use GEAC Excel Services
- User walks through of sample Decision web page.
- Use View Manager to define view, including:
  - datasource
  - allowed members
  - initial rotation
  - calculations
  - chart members
  - exceptions
  - Writeback
- Output code for JAVA applets
- Include applets in HTML document
- Use the Configure Applications dialog to create and maintain topics, categories, and applications for the Topic-Driven Interface

GEAC Decision - Web Scripting 5.0

After completing this course, learners will have the foundation knowledge required to create basic web pages which include scripts. This course will introduce basic HTML concepts, client-side scripting, scripting to Decision applets, server-side scripting, and scripting to Decision server objects.

Audience

Application developers of Decision on the web applications.

Prerequisites

GEAC Decision - Introduction course, or equivalent experience; Knowledge of scripting concepts and techniques helpful; Knowledge of Internet concepts helpful.

Topics

- Use HTML code to create web pages including topics such as: headings, text formatting, hyperlinks, images, lists, tables, forms
- Use event handlers and SCRIPT tag to execute VBScript.
- Recognize properties, methods, and event handlers of HTML objects.
- Recognize the types of tasks you can accomplish by scripting to Decision web applets.
- Use VBScript to control Decision web COM objects through Active Server Pages.

GEAC Excel Services - Introduction 5.0

This session will introduce you to GEAC Excel Services, a feature in GEAC PM and FDC Web Workstation. In this session, you will see how to use Excel Services from an end user's perspective, as well learn how to design your own Excel Services sheets. You will learn a few tips and tricks and the installation tasks will be discussed. Knowledge of creating views in View Manager is needed for those who attend this course

Audience

Application Designers who will create GEAC Excel Services sheets

Prerequisites

Ability to create views with View Manager

Topics

- End-User Functionality
- Creating an Excel Services sheet in Design Mode
- Tips and Hints

GEAC Planning - Introduction 6.4

In this course, participants will learn to create a GEAC Planning model, adding dimensions and members to it. They will also learn to add rules, manipulate views, and do goal seeking. Optionally, participants will learn to use the Model Builder Wizard to link with a GEAC PM database.

Audience

Analysts who will use GEAC Planning to do financial modeling.

Prerequisites

Knowledge of spreadsheet use.

Topics

- What is a multi-dimensional model?
- Create a new model
- Entering data
- Types of variables
- Rules and security
- Manipulating views
- Specific lists
- Virtual members
- Goal seeking
- Model Builder Wizard
- Excel Add-in

GEAC Production Reporting - Administration 1.6

Learn to use Production Reporting, the report writer plug-in that compliments other GEAC software applications. Production Reporting allows Administrators to use pre-defined report templates combined with views of data to create, schedule, and distribute books of reports to users around the world.

Audience

Application administrators of Decision on the web applications who will creating and running production reports

Prerequisites

GEAC Decision - Introduction or PM - Budgeting for the Controller/Holder training courses (or equivalent knowledge). An understanding of how to use the View Manager is essential.

Topics

- Define a production report
- Create a production report job
- Dimension configuration and member selection strategies
- Working with Crystal Reports
- Administration

Enhancing Your GEAC Views With HTML

This session introduces students to the HTML language and its use in authoring pages for the Internet. Topics covered include web page structure, HTML components, proper syntax, including GEAC web applets and HTML authoring tools.

Audience

Application designers creating web pages

Prerequisites

None

Topics

- Web page structure
- HTML components and syntax
- GEAC's web applets
- HTML authoring tools

Half-Day PM Seminars

Join us to find out how GEAC Performance Management (PM) can help you design, evaluate, and execute your strategic initiatives for success. PM integrates planning, budgeting, financial consolidation and management reporting and analysis into a closed-loop process, and shifts management's emphasis to tasks that add value to the organization - setting strategy, analyzing results, and evaluating business alternatives. With GEAC PM you can:

- **Set and achieve goals:** Tie top-down strategies to bottom-up budgets and operational plans
- **Respond to change:** receive ongoing feedback on where actual performance varies from plans, then make adjustments
- **Reduce costs:** Cut closing times, saving money and resources
- **Identify problems and opportunities:** Discover trends, quickly identify exceptions and variances, and seize opportunities

Audience

These half-day seminars are designed for anyone involved in making planning, budgeting or IT decisions, or anyone who helps set, execute and monitor strategic direction. During the session you will have an opportunity to:

- Interact with other executives or managers facing similar challenges
- Hear how other companies are reaping the benefits of GEAC PM
- See a live demonstration of PM in action

Introduction to GEAC Forecasting 4.5 (VCT)

This two hour session will introduce you to the new Forecasting module for GEAC PM. Topics covered include the new terminology, how to set up Forecasting, different ways you can use Forecasting, and best practices. This VCT will include hands on with the module against our training server so you do not have to own Forecasting or have it installed to attend this training.

Audience

Users of GEAC Forecasting

Prerequisites

- Experience with using GEAC's Web Workstation
- To participate in the training, you will need the following items:
    - A computer with a Java-Enabled Web Browser and a stable Internet connection (Virtual Classroom Training will work with a 28.8 or 56K dial-up connection, but is not recommended)
    - Access to a telephone for the audio portion of the training. The training will be broadcast from GEAC's World Headquarters in Ann Arbor, Michigan. We will provide a toll-free phone number for participants located in the United States. International participants will be responsible for the telephone charges from their location to the United States.
    - Downloaded copy of the training manual. The file location will be sent to you with your registration confirmation. Adobe Acrobat Reader is required to view and print the manual.
    - In some cases course exercises done via your licensed copy of GEAC software will be installed on your own computer. See the More Info item next to the VCT courses for specific requirements.

Topics

- What is Forecasting?
- Running a Forecast
- Evaluating the Results
- Best Practices

PM - Administration using Analysis Services 5.0

After completing this course, learners will have the foundation knowledge required to create and maintain GEAC PM using the Analysis Services engine.

Audience

Administrators of GEAC PM using the Analysis Services engine

Prerequisites

Knowledge of Windows; Some budgeting or accounting knowledge helpful

Topics

- Application Basics
- Creating a Database
- Using the PM Dimension Editor
- GEAC Formula Builder
- Loading, Transforming, and Copying Data
- Processing
- Setting up Detail Budgeting
- Security

PM - Administration Using Relational 5.0

After completing this course, learners will have the foundation knowledge required to create and maintain GEAC PM.

Audience

Administrators of GEAC PM on relational

Prerequisites

Knowledge of Windows Some budgeting or accounting knowledge helpful

Topics

- Dimension fundamentals
- Manipulating structure with Architect and Import/Export Wizard
- Building Formulas
- Data loading
- Security
- Detail budgeting (Employee and Asset Budgeting)
- Architect journals
- Application Server Administration
- Best Practices for PM Administration

PM - Budgeting for the Controller/Holder 5.0

After completing this course, learners will have the foundation knowledge required to enter data, validate, consolidate, and review budget data using PM Workstation. They will also be able to customize PM Workstation by creating views and adding topics to the interface.

Audience

Budget Controllers who will use and customize the PM Workstation; Budget Holders who will use the PM Workstation.

Prerequisites

Understanding of Windows operating system. Knowledge of internet concepts helpful, but not required

Topics

- Explain GEAC budgeting functionality
- Use Detail Budgeting to enter and analyze salary and asset data
- Enter budget data in PM Workstation using data entry features
- Review budgets and actual numbers using analysis tools
- Use features to assist the budget pass process
- Use View Manager to create views
- Use the Configure Applications dialog to create the Topic and Report interface
- Use the Alert Viewer to investigate an alert
- Define and evaluate alert exceptions
- Customize PM Workstation
- Create and use GEAC Excel Services

PM - Budgeting for the Holder 5.0 (VCT)

After completing this course, learners will have the foundation knowledge required to enter data, validate, and review budget data using PM Workstation. No software needs to be installed. You will be working off a GEAC server.

Audience

Budget Holders who will use the PM Workstation.

Prerequisites

- Understanding of Windows operating system
- Knowledge of internet concepts helpful, but not required.
- More connection requirements (as detailed on web site).

Topics

- Explain GEAC budgeting functionality
- Use Detail Budgeting to enter and analyze employee and asset data
- Enter budget data in PM Workstation using data entry features
- Review budgets and actual numbers using analysis tools

PM - Financial Consolidation for the Budgeting User 5.0

After completing this course, learners will have the foundation knowledge required to create Focus Ranges; Reference, Reclassification, and Standard Journals; Audit Reports; and customize the PM Workstation.

Audience

Controllers who will use and customize GEAC PM Financial Consolidation and are existing GEAC PM Budgeting users.

Prerequisites

Knowledge of GEAC PM.

Topics

- PM Best Practices
- How do you define Reference and Reclassification Journals?
- How do you create and add lines to Standard Journals?
- Creating and Processing Intercompany Eliminations
- What types of Audit Reports are there?
- Working with PM Workstation

PM - Financial Consolidation for the Controller 5.0

After completing this course, learners will have the foundation knowledge required to create Standard Journals; Audit Reports; and customize the PM Workstation by creating views and adding topics to the interface.

Audience

Controllers who will use and customize GEAC PM Financial Consolidation.

Prerequisites

Understanding of Windows operating system. Knowledge of internet concepts helpful, but not required.

Topics

- PM Best Practices
- How do you create and add lines to Standard Journals
- How do you do Data Entry
- Creating and Processing Intercompany Eliminations
- What types of Audit Reports are there?
- Review numbers using analysis tools
- Use View Manager to create views
- Use the Configure Applications dialog and the Topic and Report interface
- Use the Alert Viewer to investigate an alert
- Define and evaluate alert exceptions
- Customize PM Workstation
- GEAC Excel Services

PM- Financial Consolidation Intercompany Eliminations 5.0 (VCT)

This two hour course will demonstrate the Intercompany Eliminations feature available with GEAC Financial Consolidation 5.0. It will cover tasks that Administrators, Controllers, and Accountants will need to complete in order to prepare and post the elimination. In addition, hands-on exercises will be available for the Controller and Accountant steps.

Audience

GEAC Financial Consolidation 5.0 users who will use the Intercompany Eliminations feature.

Prerequisites

"GEAC Financial Consolidation - Controller" course, or equivalent experience. Understanding of intercompany elimination process.

Topics

- What are intercompany eliminations?
- Administrator task: Create the Intercompany Elimination journal
- Accountant task: Enter intercompany elimination data Controller tasks: Prepare the Intercompany Elimination journal, Setup PM Workstation views

PM - Forecasting Introduction 5.0

This half day session will introduce you to the Forecasting module for GEAC PM. Topics covered include the terminology, how to set up Forecasting, different ways you can use Forecasting, and best practices.

Audience

Users of GEAC PM Forecasting

Prerequisites

Experience with using GEAC PM Web Workstation

Topics

- What is Forecasting?
- Running a Forecast
- Evaluating the results
- Best Practices
- Budget Seeding

PM Calculations using Analysis Services 5.0

After completing this course, learners will have the foundation knowledge required to create and maintain formulas in GEAC PM/AS.

Audience

Administrators of GEAC PM using the Analysis Services engine

Prerequisites

PM Administration using Analysis Services training course is highly recommended. Some budgeting or accounting knowledge helpful

Topics

- Calculation Overview
- Formula Basics
- Key Concepts in MDX
- Functions
- Cell Calculations

PM PocketAnalytix Overview 4.5

This session will introduce you to the PocketAnalytix module for GEAC PM. Topics covered include the new terminology, the different components of PocketAnalytix, different ways you can use PocketAnalytix, and best practices.

Audience

Users of GEAC PM PocketAnalytix

Prerequisites

Experience with using GEAC PM Web Workstation

Topics

- Terminology
- PocketAnalytix components
- Uses
- Best practices

Production Reporting - Formatting Tips and Tricks (VCT)

(Also titled: Formatting Tips and Tricks in GEAC Production Reporting) Production reporting is available for all GEAC applications to help with the arduous process of producing books of reports. This course will cover tips and tricks to help with the formatting and production of these reports.

Audience

GEAC PM, FDC, and Decision application developers and administrators.

Prerequisites

Knowledge of GEAC PM Production Reporting Module.

Topics

Formatting and Production tips

System W Model Building and Reporting

This course provides an overview of the capabilities of System W and teaches you how to build multidimensional models to support your DSS and EIS applications. The course covers model building, data entry and calculation, data viewing, basic reporting, and advanced reporting. Upon completion of this course, you will know how to use System W's capabilities to design, build, and report from multidimensional host models for DSS and EIS applications.

Audience

Those responsible for Management Reporting and/or System Building.

Prerequisites

None

Topics

- Building a basic model with variables and periods
- Text editing in System W
- Building a multidimensional model with viewpoints and variable types
- Developing calculation rules
- Currency conversion capabilities
- Basic reporting with the Window subsystem
- Controlling the appearance of your report
- Organizing a large report
- Advanced reporting features

Reimbursable Expenses

All reasonable other direct costs , including but not limited to the following, will be billed at cost. GEAC shall provide all such documentation within 30 days of request.

- Transportation, lodging and subsistence.
- Shipping charges and insurance for hardware, equipment, documentation, etc.
- Rental or purchase of direct materials and equipment as directed by client.
- Reproduction of reports or documents.
- Data communication, telephone calls, cables, telexes, telecopies and postage.

Billed Employee Time

Invoices shall detail the work performed, hours worked, employee's names, numbers, and job classifications.

Direct, Travel, and Mileage Expenses

The City will reimburse the contractor at cost for expenditures that are necessary and directly applicable to the work required by the Contract provided that similar direct costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct costs may not be charged as part of overhead expenses.

Direct expenses will be reimbursed at the actual cost to the contractor. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants or sub-contractors.

The billing for direct expenses shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, sub-contractor/sub-consultant paid invoices, and other supporting documents used by the contractor to generate invoice(s) to the City. The original supporting documents shall be supplied to the City upon request. All charges must be necessary for the services provided under the contractor.

Air travel or other ground travel will only be reimbursed to economy class levels unless otherwise approved in advance by the City. All costs related to travel, lodging, and transportation shall be in accordance with the Runzheimer Guide to Daily Travel for the applicable area where the expense was incurred. Vehicle mileage reimbursement shall be in accordance with the Federal IRS issued Standard business Mileage Rate in effect at the time the mileage expense is incurred.

Meals shall be in accordance with the Federal Per Diem meal allowance schedule as authorized for the applicable area by the U.S. Internal Revenue Service (IRS).

Meals shall be in accordance with the Federal Per Diem meal allowance schedule as authorized for the applicable area by the U.S. Internal Revenue Service (IRS).

The amount of the authorized meal per diem is calculated by day. These meal per diem amounts include tips. The Federal Meal Per Diem Rate requires reductions of per diem allowances for partial days. The employee is allowed one-fourth of the per diem for each quarter of the day spent traveling or away from home. The IRS defines quarters to be: midnight to 6:00am, 6:00am to noon, noon to 6:00pm, and 6:00pm to midnight. Based on the IRS definition of quarter days for the per diem, the following criteria should be used for identifying the number of meals:

FEDERAL QUARTER-DAY DISTRIBUTION	MEAL ALLOCATION
6 a.m. to noon	**1 breakfast**
Noon to 6 p.m.	**1 lunch**
6 p.m. to midnight **Midnight to 6am**	**1 dinner**

GEAC will agree to provide receipts (within 30 days of request) and work within the guidelines for the travel items listed below (upon request):

- Airfare – Airline ticket (City will pay for economy class levels only)
- Meals – Meals (billed at the Federal Per Diem daily rate for the city in which the work is performed), no receipts or additional documentation required
- Lodging – A receipt detailing each day/night lodging is required.
- Vehicle Mileage – Mileage is to be billed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 34.5 cents per mile.)
- Rental Car – Rental car receipts are required documentation (the City will pay for "Compact" vehicles only 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.) – Receipts are required for expenses exceeding ten dollars ($10.00) each.
- Miscellaneous other business expenses (e.g. printing, photo development, and binding) – Receipts will be required for expenses exceeding two hundred fifty dollars ($250) each.
- Subcontractor – copies of all subcontractor invoices that are marked up and rebilled to the City are required.

Disallowed Expenses

The following is a non-exclusive list of expenses that are not reimbursable.

- Air phone charges
- Airline club memberships
- Airline upgrade certificates
- Alcoholic beverages
- Baby-sitting, child care
- Barber, hair stylist, manicurist
- Briefcases/luggage
- Car washes
- Clothing, including formal business attire rental
- Dry cleaning, laundry
- Fines
- Flight insurance
- Forfeitures
- Free flight, hotel, or car rental coupons
- Gambling losses and expenses
- Gum, candy, or cigarettes
- Lost luggage
- Massage/spa charges
- Penalties (other than airline en route changes outlined in section 7.0)
- Personal credit card fees or interest charges
- Personal property insurance
- Personal or chartered aircraft (unless it can be shown it was for legitimate City business and was the cheapest mode of transportation)
- Personal entertainment, including theater/sports tickets, in-flight/in-room movies, books
- Personal telephone calls
- Pet boarding or supplies
- Shoe shines
- Sports and social club dues/memberships
- Supplemental car rental insurance
- Theft or loss of personal property
- Toiletries
- Traffic, speeding, or parking tickets
- Travel, lodging, and meal expenses for non-employees of the vendor (i.e. family), are not allowed.

Software License Agreement

THE DECISION SUPPORT COMPANY™
COMSHARE®

Comshare (U.S.), Inc.
555 Briarwood Circle
Ann Arbor, Michigan 48108

Effective Date: November 15, 1997

Customer: City of Seattle

Address: 700 3rd Rm. 910

City: Seattle State: Wa. Zip Code: 98104

1. License Grant

a. Grant.
Comshare grants to Customer a non-exclusive license to use the copies of Comshare software, in object code form, user documentation, and materials (collectively "Products") ordered by Customer on the attached order Schedule (and on future order Schedules), on the terms in this Agreement.

b. Copying.
Customer may not make any copies unless Customer has paid the applicable fees and is otherwise authorized by the Schedule, except that Customer may make one complete backup copy of the software for emergency or archival use. Customer may not use more than the number of copies licensed. Copies of Comshare's copyright notice and other proprietary legends and labels must be included on and in all copies. Customer agrees to keep records of the number and location of copies in Customer's possession and to permit Comshare to audit those records and Customer's use of Products during normal business hours upon reasonable notice.

c. Location and Operation.
Each copy of software is restricted to residence and use on one single computer or workstation. Customer may use Products in local or wide area networks or other multi-processor environments, provided Customer has paid the applicable fee and Customer is authorized to do so by Comshare. All software requires, and is limited to use with, the operating environment specified in the Schedule or documentation. These restrictions are in addition to any set forth in the applicable Schedule. Products may be used only in the United States unless Comshare and Customer have executed the Export License Supplement.

d. Assignment or Transfer.
Customer may assign its rights under this Agreement to any corporation or other entity, provided that such assignment is a part of the sale of all or the majority of Customer's assets, or pursuant to a merger, consolidation, or other reorganization. Customer may also assign its rights under this Agreement to a subsidiary or parent or to the subsidiary of a parent ("Affiliates"). Customer shall provide Comshare with notice of such assignment at the time of transfer. Any permitted assignee shall have the same rights and obligations as Customer, but must agree in writing to be bound by the terms and conditions of the Agreement as a licensee and must forward that writing to Comshare, as a condition of a valid assignment. Notwithstanding the foregoing, Customer shall remain responsible for ensuring payment of the initial license fees and in no event may Customer assign or transfer any of its rights under this Agreement to Comshare's direct competitor. Any unauthorized assignment, sublicense, or other transfer by Customer of this Agreement or the Products shall be void.

e. Internal and Affiliate Use.
Customer may use Products only to process Customer's own data or the data of permitted licensees under this Agreement and only for Customer's internal operations. Customer may not use Products to offer timesharing or other computer based services to third parties. Any of Customer's Affiliates may enjoy the benefits of this Agreement as a licensee along with Customer, provided they first agree in writing to be bound by the terms of this Agreement in the same manner as Customer and a copy of that writing is forwarded to Comshare.

2. License Term and Termination

The license term starts on the Effective Date and continues for a perpetual term unless terminated earlier in accordance with this Section. Comshare may terminate Customer's license only in the event of a material breach by Customer that is not cured within 30 days after the giving of notice by Comshare. However, only three days' notice will be required in the event of a material breach by Customer of the confidentiality provisions of this Agreement or infringement of Comshare's proprietary rights. Upon termination for any reason, Customer agrees to stop all use of the Products and either destroy all copies (including those in computer memory) or return the Products.

3. Pricing and Payment

In the absence of written agreement to the contrary, Comshare's standard fees, as set forth in the most current price schedule, apply to Customer's selection of Products, Maintenance, and all other services. Customer agrees to pay all taxes associated with this Agreement or the Products and services, except taxes on Comshare's net income. Comshare's terms are 30 days net from date of invoice. Past due payments bear interest of 1 & 1/2% per month from the due date or the highest rate permitted by law if a lesser amount. Failure to pay fees by their due date shall constitute a material breach of this Agreement. Prices, Schedules, Products and other items and services are subject to change without prior notice. However, no change shall affect orders accepted prior to the change.

4. Maintenance

a. Services.
Customer may purchase Comshare's standard maintenance services ("Maintenance"), which consist of the following: (i) new standard releases of software specified by Comshare as part of Maintenance; (ii) standard customer helpline services; and (iii) problem solving as described below. Any software, bug fixes, documentation, or other items provided as a part of Maintenance will automatically be licensed to Customer under this Agreement. When a problem occurs which is caused by a defect in an unaltered current release of a Product, Comshare's representative will: (i) supply Customer with all available correction information; and (ii) advise Customer concerning any planned resolution. Comshare will use all reasonable efforts to correct material defects. Comshare shall have the right to charge reasonable fees if Comshare spends time investigating or fixing a problem which is not caused by a current standard release of a Product. Failure to purchase Maintenance for less than all licensed Products may result in incompatibility among Products, for which Customer shall have no remedy and Comshare shall have no obligation.

b. Initial and Renewal Periods.
Maintenance shall commence on the first day of the month after the month in which shipment has occurred, for an initial annual period of twelve (12) consecutive calendar months. After the initial period, Maintenance shall continue for consecutive annual renewal periods, unless canceled by either party on thirty (30) days' written notice prior to the beginning of the next renewal period. In the event that different components are on different billing cycles, Comshare may consolidate and prorate at the time of selection of additional Maintenance.

c. Fees.
Maintenance fees shall be as set forth in the Schedule. A separate Maintenance fee is applicable to each copy of any Product, including copies which the Customer is authorized to make. Customer agrees that it will not distribute or use any information or benefits obtained as a result of Maintenance to or for the benefit of any Product for which the current Maintenance fee has not been paid.

5. Limited Warranty and Remedy

Comshare warrants that it has the right to grant Customer this license. Comshare further warrants that the first release of each Product delivered to Customer will for 90 days after the date of delivery (or installation if Comshare installs) perform substantially in accordance with Comshare's user documentation as that may change from time to time, provided Customer supplies the specified operating environment. Comshare does not warrant that the operation of the Products will be uninterrupted or error-free. This warranty does not apply to services described in Section 10 of this Agreement and any product thereof; Comshare's warranty is that those services will be performed by reasonably skilled personnel. COMSHARE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE IS THE CORRECTION OR REPLACEMENT, AT COMSHARE'S OPTION, OF THE NONCONFORMING SERVICES OR PRODUCTS.

6. WARRANTY DISCLAIMER

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

7. Patents and Copyrights

Comshare will defend and indemnify Customer, at Comshare's expense, against any claim or suit against Customer based on an alleged violation of a United States patent or copyright which arises out of Customer's use of the Products in accordance with this Agreement, and Comshare will pay all costs, settlements, or judgment finally awarded, provided Comshare has the right to control the defense of the litigation, Customer takes such actions as Comshare may reasonably request at Comshare's expense, and Customer gives Comshare prompt written notice of any claim. If a judgment is obtained against Customer's use of any part of the Products, or if Comshare believes that there is a likelihood of a claim of infringement, Comshare shall, at Comshare's option and expense: (i) modify or substitute the affected Products (but provide Customer with substantially the same functionality); (ii) obtain the right to continued use; or (iii) terminate the license and take back the affected Products. In the event of termination, Comshare will refund the license fees paid for the affected Products, less a reasonable charge for use to the date of termination. In the event the claim or liability could be avoided by the use of a current release, Comshare will provide Customer with a copy of the current release at no extra charge. Comshare will have no obligation to defend and indemnify Customer to the extent any claim or liability is based upon: (i) Customer's continued use of a non-current release of Products, if Customer has received notice of a claim and a current release has been supplied to Customer; (ii) modifications to the Products made by Customer; (iii) work performed to Customer's specifications; or (iv) use of software not supplied by Comshare but used in combination with the Products. THIS PARAGRAPH STATES COMSHARE'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT.

8. LIMITATION OF LIABILITY

a. Limitation.
EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, "PATENTS AND COPYRIGHTS," COMSHARE SHALL HAVE NO LIABILITY FOR THIRD PARTY CLAIMS AND COMSHARE'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES AND EMPLOYEES TO CUSTOMER FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, PRODUCTS, OR OTHER ITEMS OR SERVICES SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL COMSHARE HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST DATA, REVENUES, OR PROFITS. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, KIND AND DESCRIPTION, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS CUSTOMER'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

b. Force Majeure.
Comshare will not be responsible for any delay or failure in performance for causes beyond Comshare's reasonable control, including without limitation acts of God, any government, Comshare suppliers or any other cause.

c. Customer Responsibility.
Customer is solely responsible for selecting and using Products and services to meet Customer's needs and for establishing reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of data, or unauthorized access. Customer agrees to indemnify and hold Comshare harmless for all loss, damages and expenses (including reasonable attorneys' fees) from claims of third parties (except for claims of which fall under Section 7, "Patents and Copyrights") resulting from Customer's use of the Products.

9. Ownership and Confidentiality

As between Customer and Comshare, all Products remain Comshare's sole and exclusive property and trade secret. Customer agrees not to attempt to reverse engineer or otherwise recreate source code for the Products. Customer acquires neither title nor ownership rights in the Products or the media on which they are given to Customer. Customer agrees to take reasonable security precautions to prevent disclosure of Products to third parties and to protect and maintain confidentiality. Customer agrees to notify Comshare of any unauthorized disclosure promptly. Comshare will have the same confidentiality obligations for any specific confidential information Customer supplies to Comshare, provided Customer indicates that the information is confidential at the time of disclosure. The recipient will have no confidentiality obligation with regard to information to the extent it: (i) is generally disclosed by the disclosing party without restrictions on confidentiality, (ii) is rightfully supplied to the recipient by a third party without restrictions on confidentiality, or (iii) otherwise becomes generally publicly known without any fault on the part of the recipient. Injunctive relief, in addition to any other right or remedy, shall be an appropriate remedy to enforce the provisions of this paragraph should the need arise.

10. Consulting, Implementation and Training Services

Unless the parties enter into a separate written agreement with respect to Consulting, Implementation, or Training Services, those services will be performed under the terms and conditions of this Agreement. If Customer chooses to have Comshare do the installation of Products, Customer will let Comshare use Customer's system and equipment necessary for testing and installation and provide the necessary specified operating environment. Consulting, Implementation and Training Services shall be performed on a time and materials basis at the rates set forth in Comshare's most current price schedule, plus reasonable out of pocket travel and living expenses. Any work product produced for Customer as part of Consulting, Implementation, or Training Services will become Products licensed under this Agreement.

11. General

a. Governing Law.
This Agreement shall be governed by and construed under the laws of the State of Michigan, exclusive of its choice of law rules.

b. Integrated Agreement.
This Agreement, including its Schedules and Supplements, is an integrated agreement. It contains the full understanding of the parties and supersedes all other understandings, proposals, samples, models, agreements, warranties, representations, or conditions, written or oral, regarding its subject matter. No trade usage, course of dealing, or course of performance shall be used to supplement or explain it. Customer acknowledges that Customer is not relying upon any representations or statements as to the subject matter of this Agreement except as specifically set forth in this writing.

c. Modification.
This Agreement may be amended, modified or waived only by another writing signed by the authorized representatives of both parties. In the event Customer issues a purchase order or other document covering the subject matter of this Agreement, it is agreed that such purchase order or other document is for Customer's internal purposes only and is not legally effective, except to the extent specified otherwise in this Agreement (including Schedules).

d. Survival and Limitation.
Sections 6 through 9, 11, and the record keeping and audit provisions of Section 1b shall survive termination. Any action against Comshare under this Agreement or related to its subject matter must be brought within two years after the cause of action accrues.

e. Notices.
All notices shall be by personal delivery, by U.S. mail postage prepaid, by Federal Express or similar national delivery service, or by facsimile. Notices to Customer shall be sent to Customer's billing address. Notices to Comshare shall be sent to Comshare, attention Senior Vice President, Sales, at the address shown above. Notices are effective upon delivery in the case of personal delivery, on receipt in the case of Federal Express or other national service or facsimile, and five days after mailing in the case of posting.

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED.
(Please sign and return two copies. This Agreement and all future orders are subject to written acceptance at Comshare Headquarters.)

Comshare (U.S.), Inc.

By: Mark E Dapkus

Name: MARK E. DAPKUS

Title: SR. V.P.

By: Michael Mocniski

Name: Michael Mocniski

Title: Purchasing Mgr

Copyright © 1997 Comshare (U.S.), Inc.
Serial Number 437201

Amendment to
Software License Agreement
Dated November 15 , 1997 ("Agreement")

Between

Comshare (U.S.), Inc. ("Comshare")

And

The City of Seattle ("Customer")

The parties amend the above referenced Agreement as follows:

For the purposes of the Agreement, attached Schedules and any Amendments, the terms "You", "Your", and words of similar import and the term "Customer" shall refer to the **City of Seattle**. The terms "We", "Us", "Our" and words of similar import and the terms "Licensor" and "Comshare" shall refer to Comshare (U.S.), Inc.

(1) The fourth sentence of Section 1.c. is deleted and replaced with the following:

"These restrictions are in addition to any set forth in Schedule A attached hereto."

(2) The number "1/2" is deleted from the fourth line of Section 3 of the Agreement.

(3) The second sentence of Section 8.c. of the Agreement is deleted and replaced with the following:

"In addition to the indemnification provided for in Section 7, to the extent permitted by law, Comshare shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of action, liabilities, judgments, expenses and attorney fees, related to injury or death of any persons or the damage to or destruction of property, arising out of the work performed or goods provided under this contract, or Comshare's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of Customer."

(4) The following is added to the end of the third sentence of Section 9 of the Agreement, before the period:

"except where disclosure is required by law"

(5) The word "Michigan" is deleted from Section 11.a. of the Agreement and replaced with the word "Washington."

(6) The first sentence of Section 11.b. of the Agreement is deleted and replaced with the following:

> "This Agreement, including its Schedules, Supplements and the City Purchase Contract, is an Integrated Agreement."

(7) The second sentence of Section 11.c. of the Agreement is deleted.

(8) The pricing and terms set forth herein are personal to Customer and shall not be assigned, sublicensed or otherwise transferred. The pricing and terms are in lieu of all other discounts, bulk pricing, or other pricing concessions. Customer agrees to keep the terms and conditions of this Amendment confidential.

(9) Except as provided for herein, fees for all programs, materials, and/or services shall be at Comshare's standard rates in effect at the time of renewal or order placement.

(10) Except as specifically set forth herein, the terms and conditions of the Agreement remain in full force and effect.

The above is agreed to and accepted effective **November 15, 1997**, 1997.

Comshare (U.S.), Inc.	The City of Seattle
By: Mark S Taplin	By: Melody Mocnik
Name: MARK E. TAPLING (print or type)	Name: Melody Mocnik (print or type)
Title: SR. V.P.	Title: Purchasing Mgr
Date: 11-14-97	Date: 11/5/97