

ORDER AGREEMENT

This Order Agreement ("Order Agreement"), effective as of March 31, 2008 ("Effective Date"), is by and between Cognos Corporation, an IBM company, located at 15 Wayside Road, Burlington, Massachusetts 01803 ("Cognos") and the business entity identified below ("Licensee") and shall be governed by the Cognos General Software License, Support and Service Terms ("Terms") by and between the parties effective as of March 31, 2008. Capitalized terms in this Order Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Order Agreement, the provisions of this Order Agreement shall govern.

1. **Licensee:** City of Seattle
 700 5th Avenue, Floor 30
 Seattle, WA 98124

2. **Software License Terms:**
 Cognos grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise provided in the Terms) license to use the following Software solely for Licensee's internal use in North America:

License

Item No.	Software Product	License Type	No. of Named Users/Copies
1	BI Consumer	Named User/Intranet	10
2	BI Professional	Named User/Intranet	3
3	BI Administrator	Named User/Intranet	2

Licensee shall receive Cognos Standard Support beginning on the earlier of the shipment date of the Software licensed hereunder or the Effective Date (the "Support Commencement Date"), renewable annually.

Definitions and Restrictions

- (i) "Intranet" means use of Software by Licensee's employees using an internal network not accessible to the general public.
- (ii) "Named User" means an individual who is authorized by Licensee to use the specified Software, deployed through a corresponding Related Server, whether or not that individual is logged on to that Software.
- (iii) "Related Server" means a reasonable number of copies of the corresponding network server Software required solely to allow Licensee to deploy and support the applicable Named Users licensed pursuant to this Order Agreement in a production environment.
- (iv) "BI Consumer" license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); and (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (v) "BI Professional" license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; and (iii) use the Query Studio, Report Studio (including, but not limited to Express Authoring Mode), Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; and (iv) use the Transformer module and functionality on the Windows platforms and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (vi) "BI Administrator" license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; (iii) use the Query Studio, Report Studio (including, but not limited to Express Authoring Mode), Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the Transformer modules on all platforms commercially supported by Cognos, and Map Manager modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

3. **Fees/Payment Terms:**
 License Fee*: \$21,000.00

*First Year Support Services included

Payment Terms: as set forth in the Terms. Shipping and tax not included.

4. **Related Documentation:**

Licensee shall receive one (1) copy of Related Documentation for each Software item licensed hereunder. Licensee has the right to make extra copies of Related Documentation up to the number of copies licensed, provided Licensee reproduces all proprietary right notices which appear on the original version of Related Documentation.

5. Additional Terms:

- (i) The terms set forth herein are only valid if Cognos receives an executed copy of this Order Agreement prior to the close of business on March 31, 2008.
- (ii) Licensee understands that the terms set forth in this Order Agreement, including, but not limited to, the licensing and pricing terms, are Cognos Confidential Information, and Licensee may not disclose such terms to any third party, including a third party acquiring or acquired by Licensee by merger, consolidation or otherwise without Cognos' prior written consent.
- (iii) The annual Support service fee for standard support services for the annual support service term beginning one year from the Support Commencement Date for the Software licensed hereunder shall be 20% of the fees set forth in Section 3 above. For the next two consecutive annual terms of paid support services thereafter, the annual Support services fee for the Software licensed hereunder may not increase by an amount in excess of the percentage increase in the Consumer Price Index for the immediately preceding year.

THE AUTHORIZED REPRESENTATIVES OF COGNOS AND LICENSEE HAVE EXECUTED THIS ORDER AGREEMENT SIGNIFYING THEIR AGREEMENT TO ITS CONTENTS.

COGNOS CORPORATION, AN IBM COMPANY

CITY OF SEATTLE

By: 
 Name: DAN TENNANT
 Title: ACCOUNT EXECUTIVE

By: 
 Name: MICHAEL MEARNS
 Title: SENIOR BUYER
 3/28/08