

Amendment
Between The City of Seattle and Metavante Corporation
For Computer Software
Amendment #04

This Amendment #04 is entered into by Metavante Corporation ("Vendor") and the City of Seattle (the "City" or "Client"). This Amendment #04 amends the "Agreement" between The City of Seattle and Metavante Corporation, successor in interest to Link2Gov Corporation dated June 24, 2004 (Vendor Contract #1271) This Amendment is effective on March 21, 2008 ("Effective Date"). In the event of any conflict in terms and conditions within this Amendment with those within the "Agreement", the terms and conditions within this Amendment shall prevail.

WHEREAS, the Agreement specified that the Agreement may be modified from time to time by mutual Amendment;

WHEREAS, Client desires Metavante to license to Client the software products set forth in the Software Schedules to this Amendment, and Metavante desires to license such software products to Client, all as provided in this Amendment;

THEREFORE, in consideration of the payments to be made and services to be performed hereunder, upon the terms and subject to the conditions set forth in this Amendment, and intending to be legally bound, the parties hereto agree as follows:

Metavante shall license to Client and Client shall receive from Metavante, all upon the terms and conditions set forth in this Amendment, the software products specified in this Amendment. This Amendment includes the Software Products listed in the Software Schedules which Schedules contain additional terms and conditions relating to the applicable Software Product, including applicable fees and charges.

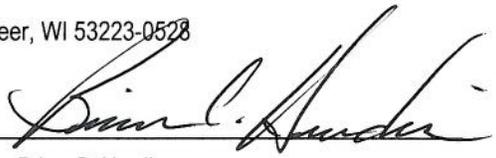
The general terms and conditions and all exhibits attached hereto are incorporated herein and deemed part of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf as of the date first above written.

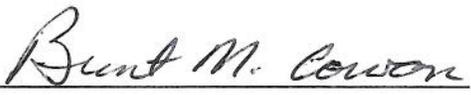
METAVANTE CORPORATION

CITY OF SEATTLE

4900 West Brown Deer Road
Brown Deer, WI 53223-0528

By: 
Name: Brian C. Hurdis
Title: President
Metavante Image Solutions

By: 
Name: VIVIAN UNO
Title: PRINCIPAL BUYER

By: 
Name: Brent M. Cowan
Title: Vice President
Document & Image Solutions



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Definitions. Capitalized terms shall have the meaning ascribed to them on attached Exhibit A.

1.2. References. In this Amendment, references and mention of the word "includes" and "including" shall mean "includes, without limitation" and "including, without limitation," as applicable.

1.3. Interpretation. In the event of a conflict between the general terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms of this Amendment including any schedules and exhibits shall prevail and control the interpretation of the Amendment only with respect to the subject matter of the applicable schedules and/or exhibits. The exhibits and schedules together with the general terms and conditions shall be interpreted as a single document.

2. LICENSE

2.1 License Grant. Subject to Client's timely payment of fees and compliance with the terms and conditions of this Amendment, Metavante grants to Client and only those Affiliates listed in the applicable Software Schedule(s) hereto (if any), only to the extent and for the duration that such persons or entities remain an Affiliate, a non-exclusive, non-transferable, revocable license in the United States (the "License"), with no right to sublicense (other than as expressly provided hereunder), to:

- (a) reproduce the Software Products solely; (i) as necessary to install and execute the Software Products for Client's internal use as defined in each relevant Software Schedule; (ii) only at the locations authorized by the City (iii) on the Designated System (as defined and/or denoted in the applicable Software Schedule), and (iv) in accordance with the applicable Use Rights;
- (b) reproduce a single copy of the source media on removable media such as CD-ROM or tape solely for back-up, archive and disaster recovery (at an approved vendor) purposes; provided, however, that such copy is maintained in a secure location under Client's control;
- (c) if expressly permitted under the Use Rights, allow Registered Users to remotely interact with the Software Products; and
- (d) reproduce Documentation and distribute such reproductions only to employees of Client with a need to know; provided, however, that Restricted Documentation designated as "Restricted" in the applicable Software Schedule(s) may not be divulged to any employee of Client or other third party.
- (e) Client shall be given object code only and shall not be licensed any source code under this Amendment.

2.2 Term. The term of this License Amendment commences as of the Effective Date although the term of any particular Software Schedule(s) may be specified therein to commence on other than the Effective Date. Unless otherwise specified in a Software Schedule, the License shall be perpetual, subject to Client's timely payment of the applicable Fees as set forth in the applicable Schedule, and subject to termination as set forth in Section 2.3 hereof.

2.3 Termination of License With Cause.

2.3.1 Metavante may suspend the License or terminate this Amendment or any Schedule(s) hereunder in the event that the Fee(s) are not paid in full within thirty (30) days of the due date for such payment.

2.3.2 If either party fails to perform any of its material obligations under this Amendment or any Schedule(s) hereunder, other than as contemplated in Section 2.3.1 above, and does not cure such failure within thirty (30) days after being given notice specifying the nature of the failure, then the non-defaulting party may, by giving notice to the other party, terminate this Amendment or any Schedule(s) hereunder and the License for the affected Software Products. Upon such termination for cause by Metavante, Metavante will retain any paid-up Fees for said Software Products. Upon such termination for cause by Client, Metavante's sole and exclusive obligation will be to promptly refund the license fee paid for such Software, less a use fee. For purposes of this paragraph, the monthly use fee shall be computed by dividing the purchase price and/or the license fee by 60.

Maintenance for a Software Product shall also terminate automatically upon termination of Client's license to use the Software Product for any reason.

2.4 Limitations. Client acknowledges that it must procure a separate license from Metavante to use the Software Products for any purpose or at any Location (as defined and/or denoted in the applicable Software Schedule) other than those listed in the relevant Software Schedule. Client further acknowledges that the Software Products, the structure, organization, and Object Code thereof, and the Documentation constitute valuable trade secrets of Metavante. Accordingly, Client agrees not to:

- (a) modify, adapt, alter, translate or create derivative works from or otherwise make Improvements to the Software Products or Documentation or any portion thereof except for instructional use for internal purposes only.
- (b) sell, lease, rent, loan, distribute or otherwise transfer the Software Products or any portion thereof to any third party, or sublicense any of the rights granted under this Amendment;
- (c) merge the Software Products or any portion thereof with other software, other than as described in the Documentation or the Exhibits hereto or as approved in advance and in writing by Metavante in each instance;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software Products or any portion thereof;
- (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Metavante on the Software Products or Documentation;
- (f) use the Software Products or any portion thereof to provide service bureau, time sharing, or otherwise to provide or enable any party to provide services to unaffiliated parties, unless expressly permitted in the relevant Software Schedule; and
- (g) otherwise use or copy the Software Products or Documentation or any portion thereof except as expressly allowed under Section 2.1.

2.5 Conditions. The grant of rights under Section 2.1 is expressly conditioned upon Client's compliance with all terms and conditions of this Amendment and all Software Schedules, including but not limited to timely payment by Client of all Fees set forth in applicable Software.

2.6 Change in Affiliates or Locations. Licensee shall have the right to change, move, or relocate the Location, if any, and back-up sites at the City's discretion upon notice to Metavante and without any additional fees.

3. MAINTENANCE

3.1 Provision of Maintenance. Subject to Client's payment in full of all applicable Maintenance Fees, Metavante shall provide Maintenance for a Software Product as described in the applicable Software Schedule.

3.2 Exceptions. Metavante will have no responsibility under this Amendment to fix any Errors arising out of or related to the following causes: (a) Client's modification of a Software Product (in whole or in part) or its combination with any third-party hardware, software, or systems; (b) use of the Software Product in an environment other than a Designated System as defined in Exhibit A; (c) accident; unusual physical, electrical, or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning, or humidity control; (d) failure of media not furnished by Metavante; (e) excessive heat; fire and smoke damage; (f) operation of the Software Product with other media and hardware, software, or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or (g) causes other than ordinary use. Any corrections performed by Metavante to such Errors will be made, in Metavante's reasonable discretion, at Metavante's then-current time and material charges.

3.3 Maintenance Releases. Metavante will provide Maintenance Releases for the Software Products as and when developed for general release in Metavante's sole discretion. Each Maintenance Release will consist of a set of programs and files made available on machine-readable media and will be accompanied by Documentation adequate to inform Client of the problems resolved and any significant operational differences resulting there from.

3.4 Client Responsibilities.

3.4.1 Supervision and Management. Client is responsible for undertaking the proper supervision, control, and management of its use of the Software Products, including, but not limited to: (a) assuring proper configuration, Software Products installation, and operating methods; and (b) following industry-standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

3.4.2 Training. Unless otherwise set forth on a Schedule hereto, Client is responsible for proper training of all appropriate personnel in the operation and use of the Software Products and associated equipment.

3.4.3 Designated Contacts. Client will designate in writing from time to time an individual or group of no more than three (3) persons to serve as the Designated Contacts.

3.4.4 Access to Personnel and Equipment. Client will provide Metavante with access to Client's personnel and its equipment as necessary for Metavante to provide the Maintenance. Access to equipment shall consist of the ability to access

the equipment on which the Software Products are operating, the method of which will be mutually agreeable to both Metavante and Client. Client will be responsible for the costs and use of equipment.

3.5 Metavante's Responsibilities

3.5.1 Metavante will test and if needed will update the Software Product promptly following issuance of a security patch for any third party software critical to the operation of the Software Product, such as Windows Server Operating System or MS SQL Server.

3.5.2 Metavante will provide a mutually agreeable communication schedule and escalation process for bugs, problems, and enhancement requests.

4. DELIVERY AND ACCEPTANCE

4.1 Delivery. Unless otherwise provided in the applicable Software Schedule, a Software Product shall be shipped F.O.B. destination to client's location upon Client's execution of the applicable Software Schedule. The Client will be responsible for all shipping charges, if any.

4.2 Acceptance. Unless otherwise provided in the applicable Software Schedule, a Software Product is deemed accepted upon delivery ("Acceptance") unless Client rejects the Software Product in writing within thirty (30) days following delivery and before Client or any Registered User uses the Software Product in a production environment or to process live data.

4.3 Required Facilities. Client is responsible for providing all necessary equipment and facilities for operating the Software Products, including the hardware and software requirements detailed in the applicable Software Schedule. Any failure or delay by Client in providing the appropriate operating environment for any Software Product shall excuse any further performance owed by Metavante with respect to such Software Product under this Amendment or otherwise until a reasonable time after Client has provided the appropriate environment but shall not excuse or delay deemed delivery or acceptance of the Software Products or Client's obligations under this Amendment or otherwise.

5. PROPRIETARY RIGHTS

5.1 Software Products and Documentation. The Software Products, Documentation and any Updates thereto are and will remain the exclusive property of Metavante and its licensors. Metavante and its licensors will retain ownership of all Intellectual Property Rights relating to or embodied in the foregoing. There are no implied licenses under this Amendment, and any rights not expressly granted to Client hereunder are reserved by Metavante. Nothing in this Amendment will be deemed to grant, by implication, estoppel, or otherwise, a license to any of Metavante's future Intellectual Property Rights or any other Intellectual Property Rights in the Software Products.

5.2 Improvements. Any Improvements (whether or not patentable or copyrightable), that are authored, invented or otherwise created by either party during the Term (whether or not in violation of this Amendment) will be owned solely by Metavante. Metavante will have the right, at its own expense, and solely in its own name, to apply for, prosecute, and defend its rights in such Improvements. Client will promptly disclose to Metavante any such Improvements that it makes and will (and hereby does) assign all of its Intellectual Property Rights in such Improvements to Metavante and will execute any instrument reasonably requested by Metavante to evidence, protect, or perfect Metavante's interest in such assigned rights.

5.3 Metavante's Intellectual Property Rights. Client acknowledges and agrees for all purposes that Metavante's Intellectual Property Rights are Metavante's exclusive property. The use of Metavante's Intellectual Property Rights by Client does not convey any right, title, or interest in or to Metavante's Intellectual Property Rights. Client will not use, register, or attempt to register in any jurisdiction, or otherwise appropriate or adopt any of Metavante's trademarks or any name, mark, or logo that is confusingly similar to any of Metavante's Intellectual Property Rights. Metavante retains all rights with respect to Metavante's Intellectual Property Rights that are not specifically granted to Client herein. At no time during the Term or thereafter will Client attack, challenge, or file any application with respect to any of Metavante's Intellectual Property Rights.

5.4 Proprietary Rights Notice. Client will not make or permit alteration of the Software Products or Documentation or the removal or modification of any tags, proprietary or copyright notices, labels, or other identifying marks placed by Metavante or its agents on the Software Products or Documentation or in the user interface generated by the Software Products. In respect of any copies of the Software Products or Documentation permitted under the terms of this Amendment, in each case, all confidentiality, copyright and/or trademark and restricted rights notices will be reproduced in all such copies.

5.5 Infringement. Client agrees to notify Metavante of any actual or suspected unauthorized use by an employee or Client of Client or any third party of any Metavante Intellectual Property Rights of which Client becomes aware. Client agrees that should Metavante elect to take any action against unauthorized third party use of any Metavante Intellectual Property Rights, Client shall cooperate fully in any such action to the extent necessary in the rigorous prosecution of the matter. Any recovery or settlement in any such action taken by Metavante shall be retained by Metavante. Nothing in this section shall be construed to limit or restrict Metavante's right to enforce its Intellectual Property Rights directly against Clients of Client or any other person or entity.

6. PAYMENTS

6.1 Fee(s). The Fee(s) for each Software Product and related Maintenance is set forth in the applicable Software Schedule. Unless otherwise provided in the applicable Software Schedule, the Fee(s) for a Software Product is due and payable in full within thirty (30) days of execution of this Amendment and/or, as applicable, any amendment to this Amendment that incorporates a new Software Schedule or that adds Software Products to an existing Software Schedule. Unless otherwise set forth on a Software Schedule hereto, all Software Products are shipped F.O.B. **destination to Client's location. Client will be responsible for any shipping charges, if any.** Annual or monthly fees will be invoiced in advance and paid by Client not more than thirty (30) days following receipt of invoice .

6.2 Disputed Amounts. If Client disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good-faith discussions between the parties, Client shall pay the amounts due under this Amendment minus the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Client delivers a written statement to Metavante on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Client, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Client that are not in dispute have been paid in accordance with the terms of this Amendment.

6.3 Terms of Payment. Other than disputed amounts, as set forth above, Client shall pay the full amount of each invoice within thirty (30) days following receipt of invoice. Time shall be of the essence as to all fee payments hereunder. Amounts outstanding after the due date of any invoice submitted hereunder shall constitute a material breach of this Amendment by Client, and Client shall pay an interest charge to date of payment of the lesser of 18% per annum or the highest legally allowable rate, in addition to all other rights and remedies of Metavante. Client shall also pay any collection fees and damages incurred in collecting payment of the charges and any other amounts for which Client is liable under the terms and conditions of this Amendment.

6.4 Audits.

- (a) Client agrees to maintain the records of use as required under the applicable Software Schedule, or, if no such records are specified, records reasonably adequate to document Client's use of the Software Products, for a period of three (3) years following the quarterly period to which such records relate.
- (b) The records produced and maintained under paragraph (a) above may be examined upon reasonable notice during normal business hours by Metavante or by an independent auditor selected and paid for by Metavante. Such auditor may also examine all computers on which the Software Products are installed and produce usage reports relating to the Software Products. Such independent auditor shall be instructed by Metavante not to disclose to Metavante any information other than whether the reports are correct or incorrect and, in the latter case, the upward or downward deviation from what the reports should have stated. In the event of any deviations that shall cause Client to owe to Metavante additional fees, Client shall reimburse Metavante immediately for such delinquent fees, as well as pay to Metavante interest on the overdue amount calculated as provided hereunder. If Client's actual payments for Fees over any consecutive twelve (12) month period during the Term are less than ninety-five percent (95%) of those owed for the period as disclosed by the audit, the costs of the audit and the next subsequent audit, if any, shall be borne by Client.
- (c) Metavante agrees to maintain in confidence all information provided pursuant to this Article 6, except as may be required to enforce the payment obligations hereunder.

7. TERMINATION

7.1 For Non-Payment. Except with respect to amounts disputed in good faith as described under Section 6.2, if Client fails for any reason to make payments when due hereunder or under any other Amendment with Metavante, then Metavante may terminate this Amendment or any Schedule(s) hereunder immediately upon written notice to Client, and such termination shall be effective as of the date specified in the notice.

7.2 For Cause. If either party fails to perform any of its material obligations under this Amendment other than as contemplated in Section 7.1 above, and does not cure such failure within thirty (30) days after being given notice specifying the nature of

the failure, then the non-defaulting party may, by giving notice to the other party, terminate this Amendment or any Schedule(s) hereunder as of the date specified in such notice of termination or such later date agreed to by the parties. For purposes of the foregoing, Client's obligations under Articles 2, 4, 5, 6 and 11 and Section 12.5 of this Amendment shall be material obligations.

7.3 For Insolvency. In addition to the termination rights set forth in Section 7.1 and Section 7.2, subject to the provisions of Title 11, United States Code, if Client becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, admits in writing its inability to pay its debts when due, or enters into an Amendment for the composition, extension, or readjustment of all or substantially all of its obligations, then Metavante may, by giving written notice to Client, terminate this Amendment as of a date specified in such notice of termination; provided that the foregoing shall not apply with respect to any involuntary petition in bankruptcy filed against a party unless such petition is not dismissed within sixty (60) days of such filing.

7.4 Effects of Termination. Upon the termination or expiration of this Amendment for any reason, any amounts owed to Metavante under this Amendment before such termination or expiration will be immediately due and payable, and the License(s) granted under this Amendment will immediately cease to exist. Client will promptly discontinue all use of the Software Products and Documentation, permanently erase all copies of the Software Products and Documentation on any and all computers, and return to Metavante or destroy all other copies of the Software Products, Documentation, and all Metavante Confidential Information on tangible media in Client's possession or control, and certify in writing to Metavante within six (6) months of the date of termination that it has fully complied with these requirements. Metavante will return to Client or destroy all copies of Client Confidential Information on tangible media in Metavante's possession or control and certify in writing to Client that it has fully complied with these requirements.

7.5 Survival. Articles 5, 8, 10, 11, and 12 and Sections 2.4, 6.3, 6.4, 9.4, and Exhibit A shall survive the expiration or earlier termination of this Amendment for any reason.

8. **LIMITATION OF LIABILITY/MAXIMUM DAMAGES ALLOWED**

8.1 Equitable Relief. The parties acknowledge that, in the event of an actual or threatened violation of the provisions of Articles 2, 5, or 11 hereof, the other party may not have an adequate monetary remedy and shall be entitled to injunctive relief without requirement to post bond in addition to any other available remedies.

8.2 Exclusions. INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION OF THIS AMENDMENT, METAVANTE SHALL NOT BE LIABLE TO CLIENT (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CLIENT'S RIGHTS) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR LOSS OF, OR DAMAGE TO, RECORDS OR DATA--INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING LOSS OR INJURY TO TANGIBLE AND/OR INTANGIBLE PROPERTY OF ANY KIND--AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AMENDMENT, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER METAVANTE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.3 Maximum Damages Allowed. Notwithstanding any other provision of this Amendment, and for any reason, including breach of any duty imposed by this Amendment or independent of this Amendment, and regardless of any claim in contract, tort (including negligence), or otherwise, Metavante's total, aggregate liability under or relating to this Amendment and any Software Schedule shall in no circumstance exceed the initial Fee(s) paid to Metavante by Client for the Software Product or Service under the applicable Schedule(s) to which the claim relates.

8.4 Statute of Limitations. No lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Amendment, after one (1) year from the date on which the cause of action arose regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due to Metavante under this Amendment.

8.5 Tort Claim Waiver. In addition to and not in limitation of any other provision of this Article 8, each party hereby knowingly, voluntarily, and intentionally waives any right to recover from the other party any economic losses or damages in any action brought under tort theories, including misrepresentation, negligence and/or strict liability, and/or relating to the quality or performance of any products or services provided by Metavante. For purposes of this waiver, economic losses and damages include monetary losses or damages caused by a defective product or service except personal injury or damage to other tangible property. Even if remedies provided under this Amendment shall be deemed to have failed of their essential purpose, neither party shall have any liability to the other party under tort theories for economic losses or damages.

8.6 Essential Elements. Client and Metavante acknowledge and agree that the limitations contained in this Article 8 are essential to this Amendment, and that Metavante has expressly relied upon the inclusion of each and every provision of this Article 8 as a condition to executing this Amendment.

9. WARRANTIES

9.1 Limited Performance Warranty. For a period of thirty (30) days after the date of Acceptance of a Software Product (the "Software Warranty Period"), Metavante warrants that the Software Product and any subsequent updates, when used in accordance with the terms of this Amendment (including the Use Rights) and the instructions in the Documentation, will operate substantially in accordance with its applicable Specifications and any mutually agreed acceptance or performance criteria. Metavante makes no warranty that the Programs will run uninterrupted or will be error-free.

9.2 Exclusive Remedy. If the warranty set forth in Section 9.1 is breached, Client's exclusive remedy (and Metavante's sole obligation) is that Metavante will, at its own expense, use commercially reasonable efforts to correct any reproducible error in a non-conforming Software Product, and if the error cannot be corrected, then Metavante will promptly refund to Client the paid for the non-conforming Software Product or Service. As a condition to obtaining the foregoing remedy, Client must notify Metavante in writing of the non-conformity during the applicable Software Warranty Period. Any error correction provided to Client under this Section 9.2 will not extend the original Software Warranty Period. THIS SECTION 9.2 STATES METAVANTE'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE PERFORMANCE WARRANTY.

9.3 Services Warranty. Metavante warrants that it will perform Maintenance and any other services hereunder in a commercially reasonable manner in accordance with generally acceptable industry practices using personnel reasonably trained and experienced in the Software Products; however, Metavante does not represent or warrant that all Errors will be corrected. Metavante's sole and exclusive obligation pursuant to this warranty will be to re-perform any work that is not in compliance with this warranty and that is brought to the attention of Metavante by written notice within thirty (30) days after such services were performed, or provide substitute or additional personnel in place of any personnel not reasonably trained or experienced in the Software Products.

9.4 Disclaimer. OTHER THAN THOSE EXPRESSLY SET FORTH IN SECTION 9.1 and 9.3, METAVANTE MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE PRODUCTS, DOCUMENTATION, UPDATES, SERVICES, OR OTHER SUBJECT MATTER OF THIS AMENDMENT, ALL OF WHICH ARE PROVIDED "AS IS." METAVANTE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. METAVANTE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE PRODUCTS, DOCUMENTATION, OR UPDATES IT PROVIDES ARE ERROR-FREE, WILL FUNCTION WITHOUT INTERRUPTION, OR WILL MEET ANY SPECIFIC NEED THAT CLIENT HAS, OR THAT ALL DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT A PARTY MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. THE AGENTS AND EMPLOYEES OF METAVANTE ARE NOT AUTHORIZED TO MODIFY ANY OF THE EXPRESS WARRANTIES CONTAINED HEREIN OR TO MAKE ADDITIONAL WARRANTIES BINDING ON METAVANTE, AND CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AMENDMENT. THE PARTIES ACKNOWLEDGE THAT THIS AMENDMENT IS NOT A LEASE WITHIN THE CONTEMPLATION OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND DISCLAIM THE APPLICATION OF THE UNIFORM COMMERCIAL CODE TO THIS AMENDMENT.

10. INDEMNIFICATION

10.1 By Metavante. Metavante will defend, indemnify, and hold harmless Client and its directors, officers, and employees from and against any claims, suits, or other proceedings (including reasonable attorneys' fees and payment of any final settlement or judgment) brought by third parties against Client alleging that a Software Product, by itself and not in combination with any other hardware, software, or services, when used by Client as authorized hereunder, infringes a U.S. patent or U.S. copyright issued or registered as of the Effective Date. Metavante's obligation to indemnify Client is contingent on the Client providing Metavante with: (a) prompt written notice of any such claim; (b) full authority and control of the settlement and defense of the claim; and (c) reasonable assistance at Metavante's request and expense, to defend or settle such claim.

10.2 Remedies. If a Software Product becomes, or in Metavante's opinion is likely to become, the subject of an infringement claim, Metavante may, at its option and expense, either (a) procure for Client the right to continue using the Software Product; (b) modify the Software Product so that it becomes non-infringing; (c) substitute the Software Product with other software of the same material capability and functionality; or, (d) where none of these options are reasonably available, terminate the license granted hereunder with respect to the Software Product and promptly refund to Client as appropriate a.) the unearned portion of the current annual Usage Fees paid to Metavante by Client for that Software Product, or b) in the case of a paid up license(s), refund to Client the license fee paid for such Software, less a use fee. For purposes of this paragraph, the monthly use fee shall be computed by dividing the license fee by 60.

10.2.1 Exceptions. Notwithstanding the foregoing, Metavante will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon any (a) failure to use the Software Product in accordance with this Amendment or for purposes not intended by Metavante; (b) Metavante's modification of the Software Product in compliance with specifications or requirements provided by Client; (c) use of any part of the Software Product in conjunction with third party

software, hardware, or data not authorized or permitted under this Amendment, if the infringement would not have occurred without such third party software, hardware, or data; (d) modification, addition, or change to any part of the Software Product made by Client or any agent or subcontractor of Client, (e) use of any release of the Software Products other than the most current release made available to Client, or (f) act or omission for which Client is responsible for indemnifying Metavante as provided below, or (g) claim of infringement arising more than five (5) years after the delivery date of the applicable Software Product.

10.2.2 THIS SECTION 10.2 STATES METAVANTE'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11. CONFIDENTIALITY AND OWNERSHIP

11.1 Confidentiality. "Confidential Information" means the terms and conditions (including fees and fee structure) of this Amendment, any and all technical and non-technical information (including patents, copyrights and works of authorship, trade secrets and proprietary information, data, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and software source documents) related to the current, future, and proposed business, products, and services of such party and its suppliers and Clients, and includes, without limitation, information concerning development, design details and specifications, engineering, Client lists, business forecasts, sales, and marketing plans and any other similar information or data that may be disclosed by one party (the "Disclosing Party") to the other party (the "Recipient") or to which Recipient otherwise gains access as a result of performing under this Amendment. "Confidential Information" also includes proprietary or confidential information of any third party that may be in the Disclosing Party's possession. For the avoidance of doubt, Confidential Information of Metavante shall include, but not be limited to, the Software Products, Documentation, Updates, Object Code, Source Code and Metavante's Intellectual Property Rights.

11.2 Exclusions. Confidential Information does not include information, technical data, or know-how that: (a) is in Recipient's possession at the time of disclosure as shown by Recipient's files and records immediately prior to the time of disclosure; (b) before or after it has been disclosed to Recipient, enters the public domain, not as a result of any action or inaction of Recipient; (c) is approved for disclosure or release by written authorization of the Disclosing Party; (d) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (e) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party. Notwithstanding any provision herein to the contrary, Recipient may disclose the Disclosing Party's Confidential Information to the extent required as a matter of law or by order of a court or other governmental body or agency, provided that the Recipient uses reasonable efforts to notify the Disclosing Party of such obligation in advance so as to enable the Disclosing Party a reasonable opportunity to object to such disclosure.

11.3 Duty of Confidentiality. Each party agrees to use the Confidential Information of the other party solely to the extent necessary to fulfill its obligations or exercise its rights hereunder, and not for any other purpose. **Unless required by court order**, The Recipient agrees not to disclose such Confidential Information to third parties not authorized in writing by the Disclosing Party to receive such Confidential Information, and to disclose such Confidential Information only to its employees and contractors with a need to know such Confidential Information in order for the Recipient to fulfill its obligations hereunder and who are subject to written obligations of confidentiality consistent with, and no less restrictive than, the terms of this section. Client shall notify Metavante, in writing, of any consultant authorized to act pursuant to this Amendment. Client shall be responsible and liable for the activities of said consultant (whether or not properly identified) as if said actions were Client's own. **Unless required by court order**, Client shall not communicate Metavante's Confidential Information to a consultant who is a competitor of Metavante. Notwithstanding the foregoing, Client may disclose Documentation (other than Documentation designated as "Restricted" by Metavante in the applicable Software Schedule(s) or otherwise) to its employees with a need to know; provided, however, that such Client employee first agrees in writing to keep such disclosure confidential. Each party agrees to hold the other party's Confidential Information in strict confidence, and agrees that it will treat the Confidential Information of the Disclosing Party with the same degree of care as it accords its own confidential information of similar nature, which in no event shall be less than reasonable care.

EXHIBIT A
GENERAL TERMS AND CONDITIONS - DEFINITIONS

- A. "Affiliate" means, with respect to a specified party, every person or entity that controls, is controlled by, or is under common control with such party.
- B. "Computer" means a single computing machine located in the United States and owned or controlled solely by Client, or operated by a designated third party solely on behalf and for the benefit of Client.
- C. "Custom Software Products" means all non-standard software developed by Metavante and delivered to Client.
- D. "Designated System" means Client's system where Software Product will be installed..
- E. "Documentation" means all Metavante manuals and other materials, including electronic/hard copies provided to Client in connection with Software Products, including materials identified in any and all Software Schedules hereto.
- F. "Error" or 'bug' shall mean the failure of a Software Product to materially conform to the Specifications, provided that such failure can be reasonably proven by Metavante or by Client.
- G. "Fee" means any fee set forth in a Software Schedule that includes the license and Maintenance that is payable by Client to use a Software Product or to receive Maintenance Services.
- H. "Improvements" means: (a) any updates, upgrades, fixes, new versions and releases, enhancements, derivative works, translations, adaptations, or replacements of the Software Products that are developed, licensed, or otherwise acquired by either party after the Effective Date of this Amendment; and (b) any other inventions, ideas, software code, documentation, materials, and other information relating to the Software Products that may be developed in the course of or as a result of either party's performing in connection with this Amendment.
- I. "Installation" means the establishment of a viable, usable setup and configuration of the licensed software at the Client's location.
- J. "Intellectual Property Rights" means all intangible, intellectual, proprietary, and industrial property rights and all intangible embodiments and derivative works thereof, including Improvements, wherever located, in any form or medium, whether or not registered, under common law, statute, and rules and regulations of any governmental authority, domestic or foreign, including but not limited to any and all now known or hereafter existing (a) trademarks, trade names, service marks, slogans, domain names, URLs, or logos; (b) copyrights, moral rights, and other rights in works of authorship (including by contract or license); (c) patents and patent applications, patentable ideas, inventions, and innovations; (d) know-how and trade secrets and (e) registrations, applications, renewals, extensions, continuations, divisions, or reissues of the foregoing.
- K. "Location(s)" means location(s) of Client's facilities where Software Products will be used, as set forth in the applicable Software Schedule.
- L. "Maintenance" shall mean, unless otherwise provided in the applicable Software Schedule, (i) maintaining a Software Product in an operable condition according to the applicable Specifications; (ii) making available to Client the Maintenance Releases to the Software Product that are released or made commercially available during the applicable Term; (iii) consulting with and using commercially reasonable efforts to correct Errors in the Software Product which are known by or come to the attention of Metavante; and (iv) providing new releases of the Software Product as may be adopted and issued by Metavante from time to time for use by licensees of such Software Product generally, including new releases that provide new or improved functionality for the Software Product or custom interfaces, but not including Upgrades. Maintenance does not include any modification of the Software Product to add screens or reports or to accommodate a change in computer environment or platform or the interface with other software of Client, or maintaining or removing attachments or other devices not licensed to Client by Metavante, or other software (including interfaces thereto, except as expressly stated in the License Amendment or a Supplement thereto) not provided or owned by Metavante, or other modifications requested by Client and not then part of such Software Product as generally offered by Metavante.
- M. "Maintenance Release" shall mean a set of procedures or new program code, modifications or enhancements implemented by Metavante (i) to correct Errors in a Software Product, or (ii) to allow the Software Product to continue to function under future current versions of the applicable operating system. A "Maintenance Release" also includes new program code, modifications, or enhancements implemented by Metavante to improve functioning of a Software Product, but only to the extent that the same are provided by Metavante to its licensees then under Maintenance without additional charge.

- N. "Registered User" means, with respect to a Software Product, a Client of Client who: (a) has an active user account enabling him or her to perform transactions or other activities using the Software Product; and (b) who has in fact so accessed the Software Product at least once at any time.
- O. "Restricted Documentation" means Documentation that may not be divulged to any Client or other third party, as specified in the applicable Software Schedule.
- P. "Services" means Maintenance, implementation, training and any other services incidental to the provision of Software Products hereunder as identified on a Schedule hereto.
- Q. "Software Products" means the software products identified in the Software Schedules attached to this Amendment, other software products added to this Amendment by subsequent Software Schedules, Custom Software Products delivered to Client by Metavante, and any other software products delivered by Metavante to Client from and after the date of this Amendment. Unless otherwise expressly stated in a Software Schedule or other written document executed by both parties (for example, a statement of work), a Software Product includes the object code version of the Software Product only, and does not include Source Code for the Software Product.
- R. "Software Schedule" means a supplement to this Amendment describing Software Products and applicable Use Rights.
- S. "Source Code" means the Software Products, or any portion thereof, in source code format.
- T. "Specifications" means the functional specifications of the Software Products set forth in the applicable Documentation, or, for Custom Software Products, as set forth in the specifications document approved in writing by both parties.
- U. "Term" means the term of this Amendment as specified in Section 2.2.
- V. "Updates" means all bug fixes, work-arounds, updates, new releases, and new versions of the Software Products that are made available by Metavante to Client, whether or not additional fees are charged in respect of such bug fixes, work-arounds, updates, new releases, or new versions. The terms of this Amendment as they relate to the Software Products, shall extend to any Updates provided by Metavante hereunder.
- W. "Upgrade" shall mean a new version or release of a Maintained Program, other than a Maintenance Release, that improves the functionality or which adds functional capabilities to the Maintained Program and for which an additional license fee may be charged.
- X. "Use Rights" means restrictions on or requirements regarding use of a Software Product as described in a Software Schedule.

Software and Services Schedule – TREEV Software

<u>VisionContent: Reports Software Summary</u>		
<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	VisionContent: Reports Includes: Installation and training assistance, 10 Concurrent ISView Users, Reports Server Software, Web Server Software, CS Link, CD Distribution, Audit Module and ReTREEVer.	\$75,000.00
<u>Location</u>	No specific location required	
VisionContent: Reports License Software Total		\$75,000.00

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	VisionContent: Reports AFP/PCL Processing – needed if documents are not provided in a PDF format.	\$12,000.00

<u>Optional Software Summary - additional concurrent users</u>		
<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	10 Concurrent Users @ \$ 950 per User	\$9,500.00
1	20 Concurrent Users @ \$ 900 per User	\$18,000.00
1	30 Concurrent Users @ \$ 850 per User	\$25,500.00
1	40 Concurrent Users @ \$ 750 per User	\$30,000.00

<u>Optional Professional Services Summary</u>		
<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Enterprise Implementation Management (Project Management) 10 Days at 1,750.00 per day	\$17,500.00
1	Additional Training Services at \$1,750.00 per day or \$8,750 per week.	\$ 8,750.00
1	TASC Conversion Services for up to 20GB of AFP data	\$17,000.00

****Annual Software Maintenance:** 18% of Total Software Price with a 5 year maintenance commitment. Discount to 15% of Total Software Price is available for a multi-year (3 to 5 years) prepayment of annual software maintenance. Metavante will not charge an additional license fee for an Upgrade as long as maintenance fees are kept current. Metavante may charge an additional fee for new components that provide new features and functionality and were not previously included with the Software Product

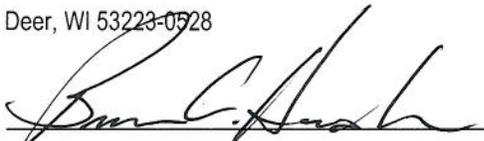
*****Travel is required for installation** and reasonable out-of-pocket travel expenses will be billed separately, after installation. Travel expenses are due upon receipt of invoice by Customer.

But

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf as of the date first above written.

METAVANTE CORPORATION

4900 West Brown Deer Road
Brown Deer, WI 53223-0528

By: 
Name: Brian C. Hurdis
Title: President
Metavante Image Solutions

By: 
Name: Brent M. Cowan
Title: Vice President
Document & Image Solutions

CITY OF SEATTLE

By: 
Name: VIVIANA LINO
Title: PRINCIPAL BUYER

By: _____
Name: _____
Title: _____

BT