BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave Ste 4112
PO BOX 94687
Seattle, WA 98124-4687

Blanket Contract #		Date	Change Order #
0000002585		07/06/09	
Payment Terms	Freight Terms		
Net 30	Prepaid & Allowed		
Buyer:		FAX:	Phone:
Ginny Justiniano		206-233-5155	206-233-7158

Vendor # 0000297471
Transformative Sustainable Solutions Inc
2100 SW River Parkway
Portland OR 97201

Contact: Tom Puttman
Phone #: 503-953-2079
Fax #: 503-499-0683
Email: tom@projectdx.com
Website: www.projectdx.com

Ship To:
City of Seattle

Bill To:
See Attached

Transformative Sustainable Solutions Inc. is awarded a contract for providing the City of Seattle with Project DX for SPU Residential RainWise program as a result of a sole source negotiation conducted by the City. See Attachments#1 and #2 for Specifications and conditions.

The term of the Contract is from July 9, 2009 through July 8, 2011 with an option to extend annually up to ten (10) years.

Orders shall be placed by the City of Seattle Departments. Invoices shall be mailed in duplicate to the Departments, Accounts Payable, per attached list. **Each invoice shall indicate Contract #0000002585.**

This contract is subject to ProjectDX Subscription Master Agreement dated 07/08/09, phone conversations and emails. G.Justiniano/B.Spencer/T.Puttman.

This contract is your NOTICE TO PROCEED.

Authorized Signature/Date

7/8/09

CITY OF SEATTLE
PROJECTDX MASTER SUBSCRIPTION AGREEMENT
NO. 09-1002-01
(City of Seattle Contract #0000002585)

This Master Subscription Agreement ("**Agreement**") is entered into and effective as of July 9 2009 ("**Effective Date**") by and between the City of Seattle, a Washington municipal corporation; having its principal place of business for purposes of this Agreement at Seattle Public Utilities, 700 Fifth Avenue, Suite 4900, Seattle, WA 98124-4018 (**"City"**) and **Transformative Sustainable Solutions, Inc.**, an Oregon corporation having its principal place of business at 2100 SW River Parkway, Portland, Oregon 97201 ("**TSSI**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"**City Data**" means all electronic data or information submitted by City to the Service that relates to the operations of the City, or has been produced by the City. City Data does not include electronic data or information submitted to the City by Outside Users which is not required to be submitted to the City in its governmental capacity by the Outside User.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the ordering documents for City's purchases from TSSI that are executed hereunder by the parties from time to time. Order Forms shall be deemed incorporated herein.

"**Outside Users**" means members of the general public and others who access and use the Service other than in the capacity as a City or User as defined in this Agreement.

"**Outside Users Data**" means all electronic data or information submitted by Outside Users to the Service. Outside Users Data includes, but is not limited to, data or information, and whether computational or otherwise, which has been enhanced by the Outside User, regardless of whether or not such data or information is also supplied by TSSI or the Outside User to the City or any User.

"**Public Records**" means any writing that contains information relating to the City's conduct of public business, including, without limitation, the agreements, and other documents and records of the City's business activities and business relationship with the Provider.

"**Service**" means the online, Web-based application provided by TSSI via ProjectDX.com and/or other designated websites, including associated offline components, as described by the User Guide and summarized in the Order Form hereto.

"**User Guide**" means the online user guide for the Service, accessible via ProjectDX.com, as updated from time to time.

"**Users**" means individuals who: (i) are authorized by City to use the Service, (ii) who are eligible to use the Service pursuant to a subscription for such User purchased by City, and (iii) who have been supplied individual user identifications and passwords by City (or by TSSI at City's request). Users may include but are not limited to employees, consultants, contractors and agents of City. City shall designate such Users as are authorized by the City to use the Service on the Order Form hereto, which shall be updated from time to time to reflect all Users authorized pursuant to additional User subscriptions between the City and TSSI.

2. SERVICE

2.1 Provision of Service. TSSI shall make the Service available to City and City's Users during the subscription term. City agrees that its purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by TSSI with respect to future functionality or features. TSSI grants to City, and City accepts, a non-exclusive, non-transferable license to use the Service on any computer located at City's business premises or any computer available to any User whereby the Service can be accessed by telecommunications network or otherwise, and each User agrees to the terms and conditions outlined in the following subsections, as well as to the Terms and Conditions of Use for the on-line Service, prior to accessing the on-line Service.

2.2 Expansion. This contract may be expanded as mutually agreed, if such expansion is approved by the City. Expansions must be issued in writing from the City in a formal notice. The City will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The City shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the City. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the

originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City in writing to the TSSI.

2.3 Additional Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing individuals who were formerly Users but who no longer require ongoing use of the Service or who no longer qualify as a User. Unless otherwise specified in the relevant Order Form, (i) the term of the additional User subscriptions shall be coterminous with the expiration of the City's subscription term in effect at the time the additional Users are added; and (ii) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the City's subscription term in effect at the time the additional Users are added.

2.4 Additional City Users. Subject to the terms of this Agreement, additional User subscriptions may be purchased and used by the City on behalf of other departments of the municipal entity of which the City is a part, or the municipal entity may purchase a subscription on behalf of all Users within such municipal entity by executing Order Forms hereunder.

2.5 Pricing. Pricing reflects the following agreements. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City

Requests for Price Decreases. Requests that reduce pricing charged to the City may be delivered to the City at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. fixed price). The City may likewise initiate a request to TSSI for price reductions, subject to mutual agreement of the TSSI.

Requests for Price Increases. Requests that increase pricing charged to the City must be delivered to the City in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Agreement or specified within an official written change issued by the City to this Agreement, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

Fixed Product Pricing: TSSI may submit notice of a price reduction that provides more favorable and lower prices to the City, at any time during the Agreement. Requests by the TSSI to increase pricing shall be no sooner than two years after the execution of the Agreement, or at the discretion of the City; and must also be:

A. Incurred after Agreement commencement date.
B. Clearly identify the items impacted by the increase.
C. Be filed with City a minimum of 90 calendar days before the effective date of proposed increase.
D. Be accompanied by detailed documentation acceptable to the City sufficient to warrant the increase.
E. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the TSSI's documentation. A link to the PPI Commodity Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
F. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
G. Should not deviate from the original Agreement pricing scheme/methodology.

3. USE OF THE SERVICE

3.1 TSSI Responsibilities. TSSI shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users confidential City Data or Public Records within the possession or control of TSSI; (ii) maintain the security and integrity of the Service, the City Data and any writings constituting Public Records within the possession or control of the TSSI; (iii) provide basic support to City's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which TSSI shall give at least 8 hours notice via the Service and which TSSI shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. [PST] Friday to 3:00 a.m. [PST] Monday); or (b) any unavailability caused by circumstances beyond TSSI's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving TSSI employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within TSSI's possession or reasonable control, and denial of service attacks.

3.2 City Responsibilities. City is responsible for all activities that occur in User accounts and for Users'

compliance with this Agreement. City shall: (i) have sole responsibility for the reasonable accuracy, quality, integrity, legality, reliability, and appropriateness of all City Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify TSSI promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. City and each User shall use the Service solely for the internal business purposes of the City as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party except as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within TSSI's website, offer products and services to the City and Outside Users related to the Service, including implementation, customization and other consulting services related to the use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. TSSI does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by TSSI as "certified," "validated" or otherwise. Any exchange of data or other interaction between City and a third-party provider, and any purchase by City of any product or service offered by such third-party provider, is solely between City and such third-party provider and TSSI is not a partner of, agent for or otherwise involved in such transactions in any way on behalf of either party. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by TSSI to City, for an additional fee, pursuant to terms specified by the licensor of such functionality and agreed to by City in connection with a separate purchase by City of such additional functionality. City's use of any such additional functionality shall be governed by the terms of the license between the licensor and City, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of such third-party products or services is required to use the Service.

3.5 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. TSSI shall not include the City's name and logo in lists of customers without the City's written consent.

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

In accordance with Seattle Municipal Code Chapter 20.42, TSSI shall actively solicit the employment and subcontracting of women and minority group members when necessary and commercially useful for purposes of fulfilling the scope of work required for this Agreement. TSSI shall actively solicit subcontracting bids from subcontractors, as needed to perform the work of this Agreement, from qualified, available and capable women and minority businesses. TSSI shall consider the grant of subcontracts to women and minority bidders on the basis of substantially equal proposes in the light most favorable to women and minority businesses. At the request of the City, TSSI shall promptly furnish evidence of the TSSI's compliance with these requirements.

If upon investigation, the City finds probable cause to believe that the TSSI has failed to comply with the requirements of this Section, the TSSI shall be notified in writing. The City shall give TSSI an opportunity to be heard, after ten (10) calendar days' notice. If, after the TSSI's opportunity to be heard, the City still finds probable cause, s/he may suspend the Agreement and/or withhold any funds due or to become due to the TSSI, pending compliance by the TSSI with the requirements of this Section.

Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting

Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which TSSI may be subject to damages and sanctions provided for by the Agreement and by applicable law. In the event the TSSI is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

3.6 Equal Employment Opportunity. TSSI must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

3.7 Civil Rights Act Title VI. TSSI must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance

3.8 Equal Benefits. TSSI shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the TSSI is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the TSSI provides to its employees with spouses. At the City's request, the TSSI shall provide complete information and verification of the TSSI's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at http://cityofseattle.net/contract/equalbenefits/.). Any violation of this Section shall be a material breach of Agreement for which the City may:

A. Require the TSSI to pay actual damages for each day that the TSSI is in violation of SMC Ch. 20.45 during the term of the Agreement; or
B. Terminate the Agreement; or
C. Disqualify the TSSI from bidding on or being awarded a City contract for a period of up to five (5) years; or
D. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

4. FEES AND PAYMENTS

4.1 User Fees. City shall pay all fees specified in all Order Forms hereunder. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

4.2 Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net 30 days from the receipt of the invoice. City is responsible for maintaining complete and accurate billing and contact information on the Service. Invoices must show a breakdown of services or products provided and price for each. Invoices must specify the Name and Phone Number of the City employee that placed the order. The TSSI is required to prominently print the City Contract Number on the Invoice.

4.3 Overdue Payments. Any payment not received from City by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at TSSI's discretion, late charges at the rate of 1% from the date such payment was due until the date paid.

4.4 Suspension of Service. If City's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, TSSI reserves the right to suspend the Service provided to City, without liability to City, until such amounts are paid in full.

4.5 Taxes. Where required by state statute, ordinance or regulation, TSSI shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the TSSI shall be made for federal excise taxes and the City agrees to furnish TSSI with an exemption certificate where appropriate. TSSI is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

4.6 Fees and Licenses. TSSI shall pay for and maintain in a current status, any license fees, assessments, permit

charges, etc., which are necessary for Agreement performance. It is TSSI's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Agreement. TSSI must pay all custom duties, brokerage or import fees where applicable as part of the Agreement price. TSSI shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, TSSI reserves all rights, title and interest in and to the Service, including all proprietary rights, patent, copyright, trade secret, trademark and all other intellectual property rights, and related documentation, including, without limitation, screens, program listings, programming techniques, corrections, bug fixes, enhancements, updates, or modifications to the Service, whether made by TSSI or any third party. Included in these rights are data and information collected on or from Outside Users and vendors of the Service. No rights are granted to City hereunder other than as expressly set forth herein.

5.2 Restrictions. City shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on City's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

5.3 City Data and Outside User Data. As between TSSI and City, City exclusively owns all rights, title and interest in and to all City Data. City Data which is not subject to a specific exemption from disclosure under applicable State law shall not be deemed Confidential Information under this Agreement; provided, however that upon express written direction and agreement between TSSI and the City, TSSI shall treat all City Date as Confidential Information under this Agreement. TSSI shall not access City's internal accounts, including City's Confidential Data, except to respond to service or technical problems or at City's request. TSSI acknowledges that from time to time City or Users may submit information to the Service which constitutes Public Records under applicable law which are exempt from disclosure. Unless City and TSSI have agreed to have all City Data treated as Confidential Information for purposes of this Agreement or the City or User submitting such information specifically labels or otherwise affirmatively makes TSSI aware of those specific items which constitute exempt and confidential Public Records not subject to disclosure under applicable State law, TSSI shall have no obligation to maintain the confidentiality of such Public Records. As between City and TSSI, TSSI shall have the full right, privilege and authority to utilize, transfer, sell or otherwise deal in and with Outside User Data as TSSI in its own sole discretion believes appropriate. Provided that TSSI, in acknowledgement of the public interests of the City, agrees not to sell or otherwise make available to vendors specific, personal or confidential information of an Outside User without the Outside Users prior consent.

6. CONFIDENTIALITY

6.1 Confidential and Proprietary Information. The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Contract. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

6.2 TSSI Responsibilities

A. TSSI understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other Agreement materials) it submits to the City, or that are used by the City even if TSSI possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. TSSI also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

B. TSSI must separate and clearly mark as "Proprietary Information" all records related to this Agreement or the performance of this Agreement that TSSI believes are exempt from disclosure. TSSI is to be familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and

will mark as "proprietary only information that TSSI believes legitimately fits within an exemption, and will state the statutory exemption upon which it is relying.

C. If the City notifies the TSSI of a public disclosure request, and TSSI believes records are exempt from disclosure, it is TSSI's responsibility to make its own determination and pursue a lawsuit under RCW 42.56 to enjoin disclosure. TSSI must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to TSSI. It is TSSI's discretionary decision whether to file the lawsuit.

D. If TSSI does not timely obtain and serve an injunction, TSSI is deemed to have authorized releasing the record.

E. Notwithstanding the above, the TSSI must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) TSSI's obligations under this Agreement.

F. TSSI will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

6.3 City Responsibilities

A. The City will disclose those parts of records TSSI has marked as "Proprietary Information" only to authorized persons unless:

1. The City receives a public disclosure request, in which case B and C below are exercised before release of the information; <u>or</u>
2. TSSI has given The City express advance written permission to disclose the records.

"Authorized persons" means those City officers, employees, vendors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City. The term "proprietary information" does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Agreement.

B. If the City receives a public disclosure request for records that TSSI has marked as "proprietary information," the City promptly notifies TSSI of the request. The City will postpone disclosing these records for ten business days after it has sent notification to TSSI, in order to allow TSSI to file a lawsuit under RCW 42.56 to enjoin disclosure. It is TSSI's discretionary decision whether to file the lawsuit.

C. If the City has notified TSSI of a public disclosure request, and TSSI has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City may disclose the record.

D. The City has no other obligations concerning records TSSI has marked as "proprietary information" under this Agreement. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to TSSI for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

7. WARRANTIES AND DISCLAIMERS

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement and the individual executing this Agreement on behalf of such party is duly authorized to execute this Agreement. City represents to TSSI that City has made all inquiry necessary to determine and confirm that no public bidding requirements are applicable to City entering into this Agreement. City acknowledges that the Service is a unique and proprietary format not otherwise available to City except by entering into this Agreement. TSSI represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) the functionality of the Service will not be materially decreased during a subscription term; (iv) the Service will not contain or transmit to City any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users); (v) it owns or otherwise has sufficient rights in the Service to grant to City the rights to use the Service granted herein; and (vi) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TSSI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TSSI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET ALL OF CITY'S OR ANY OUTSIDE USERS' REQUIREMENTS, OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR VIRUS-FREE.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification by TSSI. Subject to this Agreement, TSSI shall defend, indemnify and hold City harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against City by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that City (a) gives written notice of the Claim to TSSI; (b) gives TSSI sole control of the defense and settlement of the Claim (provided that TSSI may not settle or defend any Claim unless it unconditionally releases City of all liability); and (c) provides to TSSI, at TSSI's cost, all reasonable assistance. As to the City, TSSI waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

9. TERM AND TERMINATION.

9.1 Term of Agreement. This Agreement commences when fully executed by all parties and shall continue for a two (2) year term with an option to extend annually up to 10 years; provided, however that all User subscriptions granted in accordance with this Agreement shall expire and be terminated concurrently with the expiration of this Agreement. This Agreement may be extended for additional term periods of one year each upon the mutual agreement of TSSI and the City.

9.2 Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order Form and continue until the earlier of: (a) the end of the subscription term specified therein, or (b) the expiration of the City's subscription. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant subscription term.

9.3 Termination:

A. **For Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by City, TSSI shall refund City any prepaid fees covering the remainder of the subscription term after the date of termination.

B. **For City's Convenience.** The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon 60 days written notice to TSSI.

C. **Non-appropriation of Funds.** The City may terminate this Agreement at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

D. **Acts of Insolvency.** The City may terminate this Agreement by 60 days written notice to TSSI if TSSI becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

E. **Termination for Gratuities and/or Conflict of Interest.** The City may terminate this Agreement by 60 days written notice to TSSI if the City finds that a conflict of interest exists in violation of the City Ethics Code, or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by TSSI or any agent therefore to any City official, officer or employee.

9.4 Outstanding Fees. Termination shall not relieve City of the obligation to pay any fees accrued or payable to TSSI prior to the effective date of termination.

9.5 Return of City Data. Upon request by City made within 30 days after the effective date of termination, TSSI will make available to City for download a file copy of City Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, TSSI shall have no obligation to maintain or provide any City Data and shall thereafter, unless legally prohibited, may delete all City Data in its systems or otherwise in its possession or under its control.

9.6 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 10.

10. GENERAL PROVISIONS

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to TSSI shall be addressed to the attention of its CEO and President, with a copy to its General Counsel/ Outside Counsel. Notices to City shall be addressed to City's signatory of this Agreement unless otherwise designated below.

10.4 Audit. Upon request, TSSI shall permit the City, and any other governmental agency involved in the funding of the Agreement ("Agency"), to inspect and audit all pertinent books and records of TSSI, any subcontractor, or any other person or entity that performed work in connection with or related to the Agreement, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. TSSI shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. TSSI shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

The City, the Federal grant agency if any, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers and records of the subcontractor or any subcontract which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at http://www.whitehouse.gov/omb/circulars/a110/ The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at http:www.arnet.gov/far/

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, upon 30 days written notice, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Washington (the "State" for purposes of this Agreement), without regard to its conflicts of laws rules. TSSI, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

10.8 Licenses and Similar Authorizations. TSSI, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all related requirements. TSSI shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on TSSI's interest in this Agreement.

10.9 Clean Air Act and Federal Water Pollution Control Act. TSSI shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42

U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).

10.10 Energy Efficiency. TSSI must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.11 Involvement of Former City Employees. TSSI shall promptly notify the City in writing of any person who is expected to perform any of the work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. TSSI shall ensure that no work or matter related to the work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the work, or is otherwise prohibited from such performance by SMC 4.16.075.

10.12 Byrd Anti-Lobbying Amendment. TSSI shall sign the Vendor Questionnaire, providing certification of compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 13652. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

10.13 No Conflict of Interest. TSSI confirms that TSSI does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in TSSI selection, negotiation, drafting, signing, administration, or evaluating TSSI's performance.

10.14 No Gifts or Gratuities. TSSI shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit TSSI by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. TSSI shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than $25 when provided as part of routine business activity such as trade shows. Any violation of this provision may result in termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

10.15 No personal liability. No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

10.16 Binding Effect. The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

10.17 Force Majeure – Suspension and Termination. This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Agreement obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Dias asters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

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

A. TSSI has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts.
B. TSSI failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
C. TSSI abandoned, surrendered, or failed to complete or to perform work on or in connection with a City contract.
D. TSSI failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
E. TSSI submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
F. TSSI colluded with another contractor to restrain competition.
G. TSSI committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity.
H. TSSI failed to cooperate in a City debarment investigation.
I. TSSI failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The City may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Agreement.

10.20 Venue and Waiver of Jury Trial. The state and federal courts located in King County Washington shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.21 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a City purchase order or in any other City order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

10.22 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form onelegalinstrument.

CITY OF SEATTLE
PROJECTDX MASTER SUBSCRIPTION AGREEMENT
NO. 09-1002-01
(City of Seattle Contract #0000002585)

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

TRANSFORMATIVE SUSTAINABLE SOLUTIONS, INC.,
DBA ProjectDX

By: Thomas Pittman

Print Name: THOMAS J. PITTMAN

Title: CHIEF SUSTAINABILITY OFFICER

Date: JULY 8, 2009

CITY OF SEATTLE, WASHINGTON

By: Vivian Uno

Print Name: VIVIAN UNO

Title: PURCHASING SUPERVISOR

Date: 7/8/09

CITY OF SEATTLE
ORDER FORM #1 – PROJECTDX STORMWATER MARKETPLACE SERVICE
NO. 09-1002-01
(City of Seattle Contract #0000002585)

This Order Form identifies the ProjectDX Stormwater Marketplace subscription Service to be provided by TSSI to the City of Seattle pursuant to the City of Seattle ProjectDX Master Subscription Agreement No. 09-1002-01 (City of Seattle Contract #000002585) signed July 9, 2009.

SECTION 1 – SERVICE

1. PRODUCT

Developed and hosted by TSSI, ProjectDX is a proprietary Internet-based system that provides various tools and resources for property owners, residents and businesses, to understand their stormwater footprint, evaluate sustainable stormwater best management practices (BMPs) for their specific properties, and take action to advance community-wide stormwater goals by:

a. Engaging individuals within the community in an exploration of the environmental costs and issues relating to their current form and use of available stormwater infrastructure services,

b. Identifying the personal, social, economic and ecosystem benefits of recommended best practices for sustainable alternatives to their current use of such resources and systems,

c. Providing localized information and analytical tools to allow property owners and others to characterize and evaluate the cost and environmental impacts of their current resource usage,

d. Providing recommendations for sustainable alternatives to their current resource usage, along with a cost-benefit analysis and projections as to the impact that such alternatives may have, and

e. Providing a directory of local service providers that are qualified to assist the property owner in the final evaluation, implementation, and financing of sustainable projects on their property or site.

2. USERS

ProjectDX supports all of the participants in an effective community-wide sustainable stormwater program, including:

a. ***Municipalities*** – City staff use ProjectDX to disseminate general and technical information about their sustainability programs and goals; to launch marketing campaigns to advance their specific goals; to target community outreach and direct investments; to monitor individual and community actions; to support and administer public financing and incentive programs; and to improve the receptivity and effectiveness of their programs and support services.

b. ***Property Owners*** – Property owners, both residential and commercial, use ProjectDX to discover and explore their personal connection to a balanced and healthy environment, and the ways they can take action to implement sustainable stormwater actions that will reduce their stormwater runoff. The online experience allows them to play with a palette of alternative solutions, assess the costs and benefits of competing strategies, and locate local sources for the goods and specialized services they will need to implement these alternatives.

c. ***Green Suppliers and Service Providers*** – Local service providers and suppliers use ProjectDX to advertise their products and services, and to connect with property owners who are interested in financing and implementing sustainable projects. ProjectDX will foster the growth of a local supply chain of sustainable products and services, it will provide new local job opportunities, and it will serve as a facilitator for local investment in the community.

3. SET-UP AND LAUNCH

During the initial setup and configuration for ProjectDX, TSSI will incorporate any or all of the following features, data, and content into the appropriate areas of ProjectDX:

a. Support for community networking by incorporating feedback mechanisms for City-managed community bulletins and user surveys.

b. A City-managed community calendar of related community projects, events and opportunities for volunteer action to advance community goals.

c. A City-specified palette of sustainable stormwater BMPs to be recommended within the covered geography, based on local policies and/or individual property characteristics such as soil infiltration, depth to groundwater, and site topography.

d. Online support for City incentive and/or rebate programs.

e. Existing stormwater projects information including GIS data and any specific information regarding the environmental benefits, costs, capacity, services providers, or other information related to these completed projects that may be made available on a satellite image or display map.

Set-up and launch of ProjectDX will follow this general process:

a. ***Kick-Off Meeting*** – The City and TSSI will organize and host a stakeholder kick-off meeting. Stakeholders will include key City staff. ProjectDX set-up, launch, and service objectives, schedules, and data requirements will be discussed.

b. ***Vendor Workshop*** – The City and TSSI will organize and host a vendor workshop for ProjectDX to engage local service providers about ProjectDX, communicate the City's goals in using the Service, and help local services providers understand the benefits of ProjectDX for their businesses.

c. ***Beta Site Launch*** – Approximately four (4) weeks after the kick-off meeting, and upon receiving all City supplied data, TSSI will launch a fully functional ProjectDX beta site including reporting. The beta site will only be available to City staff for review of site content and functionality.

d. ***Site Launch*** – Approximately four (4) weeks after the launch of the beta site, and upon approval of the beta site by the City, TSSI will launch a fully functional ProjectDX site to the public. This site will be live to the public

4. SUPPORT

ProjectDX will provide the necessary and customary support and maintenance services necessary for the successful execution of the Service. This ongoing support will enable the City to develop and disseminate general and technical information, to launch marketing campaigns to targeted audiences to advance specific goals, and to monitor individual and community actions to improve the need, receptivity and effectiveness of City incentives and support services. TSSI support services include:

a. ***Marketing Campaigns*** – TSSI will support the City with the development and hosting of two (2) major marketing campaigns per year through ProjectDX.

b. ***Reporting*** – As requested by the City, TSSI will provide monthly, quarterly and annual reports such as ProjectDX performance, marketing campaign performance, program performance, community engagement and marketplace activity in online or in hardcopy format.

5. SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement Information:

Severity	Definition	Response Time
1	The product or its significant elements are not functioning or are functioning with performance that makes them unusable.	1 hour
2	The product is functioning at partial capacity that hampers the functioning of all or part of the features connected to the product.	4 hours
3	The product is exhibiting errors that have minor influence on all or part of the features connected to the product. Workarounds exist to allow full usage of the product.	1 business day
4	The product is exhibiting errors or cosmetic flaws that do not have a direct influence on the product.	3 business days

Response time is defined as the time between when a customer reports an issue and when a representative of TSSI logs a response (via email or phone call).

Security Information:

ProjectDX utilizes some of the most advanced technology for Internet security available today. ProjectDX is hosted in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders.

a. AUTOMATED SYSTEM CONFIGURATION AND DEPLOYMENT

To minimize human error in system configuration and deployment, ProjectDX leverages 100% automation for rolling out new server environments and for deploying fixes and new versions of its applications. By leveraging virtualization technology and tools such as Puppet and Capistrano, ProjectDX reduces the opportunities for human error in system deployment. This in turn reduces the chance that accidental security vulnerabilities make their way into production.

b. USER AUTHENTICATION AND SESSION MANAGEMENT

ProjectDX provides each User with a unique user name and password that must be entered each time a User logs on. ProjectDX issues a session "cookie" only to record encrypted authentication information for the duration of a specific session. The session "cookie" does not include either the username or password of the user. ProjectDX does not use "cookies" to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

c. ACTIVITY AND AUDIT LOGGING

ProjectDX performs web server log reporting and retention as well as application activity logging. These logs allow for fraud detection and forensic analysis should a security vulnerability manifest in the application. The web server logs are retained for a minimum of six months.

d. PERIODIC SECURITY SCANS AND REVIEWS

ProjectDX will periodically perform its own security scans and reviews. These reviews cover server configuration, network configuration, and software architecture. Nikto (http://www.cirt.net/nikto2) is currently the security scan tool of choice for black-box web application vulnerability scanning. ProjectDX customers are encouraged to engage in their own security review and scanning process but should inform ProjectDX before any scans are performed on production servers.

SECTION 2 – CITY SUPPLIED INFORMATION AND DATA

ProjectDX includes pages and other areas within the site that are designed for publishing content specific to the City's stormwater program, and to the various public entities typically involved in municipal strategies for implementing sustainable projects. In order to continue to provide the Service, the City will periodically, or as mutually agreed from time-to-time, provide updated information and guidance regarding their policies and regulations, goals, system requirements, major initiatives and public works projects, implementation strategies, etc. The City will provide updated geographic and programmatic information required to support site-specific modeling of sustainable stormwater BMPs.

SECTION 3 – LAUNCH AND SUBSCRIPTION PERIOD

The following table identifies key schedule milestones for the launch of ProjectDX and the ProjectDX initial subscription period:

Activity:	Date:
Kick-Off	TBD
Beta Site Launch	TBD
Site Launch	TBD
Initial Subscription Period	TBD

SECTION 4 – FEES

ProjectDX fees are identified below. The one-time, non-refundable set-up fee will be invoiced upon beta site launch. Subscription fees will be invoiced upon site launch and the subscription period effective date will be determined after the beta site has been approved by the City. Set up fee shall be payable Net 30 term.

a. ***Set-Up Fee*** – $8,000.
b. ***Subscription Fee*** – $8,000 per month OR $92,000 per year if paid in advance.

SECTION 5 – LICENSED USERS

The Service subscription includes a license for up to twenty (20) Licensed Users. Licensed Users will have the ability to access reporting features of ProjectDX anytime. Additional Licensed User licenses are available for $200 per month. There shall be no charge for the transfer of an existing Licensed User to a new user. The following Licensed Users have been identified as part of this Service:

License	Name	City Organization	User Name	Date Licensed
1	Bob Spencer	SPU Urban Watersheds Section	TBD	TBD
2	Kathy B Anderson	SPU Technology	TBD	TBD
3	Tracy Tackett	SPU	TBD	TBD
4	Jenna Franklin	SPU	TBD	TBD
5	April Mills	SPU	TBD	TBD
6	Susan Harper	SPU	TBD	TBD
7	Leslie McDonald	SPU	TBD	TBD
8	Craig Chatburn	SPU	TBD	TBD
9	Shanti Colwell	SPU	TBD	TBD
10	Andrew Lee	SPU	TBD	TBD

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

TRANSFORMATIVE SUSTAINABLE SOLUTIONS, INC.,
DBA ProjectDX

By: THOMAS PITTMAN

Print Name: THOMAS J. PITTMAN

Title: CHIEF SUSTAINABILITY OFFICER

Date: JULY 8, 2009

CITY OF SEATTLE, SEATTLE PUBLIC UTILITES DEPT., WASHINGTON

By: Melina Thung

Print Name: Melina Thung

Title: Deputy Director for Finance & Administration

Date: 7/7/09