BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave Ste 4112
P.O. Box 94687
Seattle, WA 98124-4687

Vendor Contract #	Date	
0000002892	4/16/1012	1
Payment Terms: Net 30	Freight Terms: FOB Destination, Prepaid and Allowed	
Buyer: Vivian Uno	FAX: 206-233-5155	Phone: 206-684-0449

Vendor #: 0000189475
Ebix, Inc.
5 Concourse Pkwy, Ste 3200
Atlanta, GA 30328

Contact: Shayne Garner
Phone #: 614-344-4554
Fax #: 614-877-2501
EM: Shayne.garner@ebix.com

Ship To: City of Seattle Dept. Finance and Administrative Services / City of Seattle Law Department

Bill To:
See Below

Ebix, Inc. (successor in interest to Envision Technology Solutions, LLC) was awarded a contract to provide Risk Management Information Software and Implementation Services as specified in the Master Agreement Between The City of Seattle and Envision Technology Solutions, LLC for Risk Management Information Software and Implementation Services ("Master Agreement").

Change Order #1 extends the contract term for an additional five (5) years through 12/31/2017 to allow continuation of software and services required by the City to support its Risk Management Information System and other Ebix modules. In all other respects the contract remains unchanged.

Contract Term: 12/31/2010 through 12/31/2012
Change Order #1: 01/01/2013 through 12/31/2017

Invoices should be mailed to either of the following addresses as appropriate:

Dept. Finance and Administrative Services
PO Box 94669
Seattle, WA 98124-4669
Attn. David Behrdt

City of Seattle Law Department
PO Box 94769
Seattle, WA 98124-4769
Attn. Rithy Lim.

This is a convenience contract only and the City does not guarantee utilization of the contract.

Authorized Signature/Date

ePura Cho 4/18/2012

BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave Ste 4112
P.O. Box 94687
Seattle, WA 98124-4687

Vendor Contract #	Date	
0000002892	6/28/11	
Payment Terms	**Freight Terms**	
Net 30	FOB Destination, Prepaid and Allowed	
Buyer:	**FAX:**	**Phone:**
Vivian Uno	206-233-5155	206-684-0449

Vendor #: 0000189475
Ebix, Inc.
5 Concourse Pkwy, Ste 3200
Atlanta, GA 30328

Contact: Shayne Garner
Phone #: 614-344-4554
Fax #: 614-877-2501
EM: Shayne.garner@ebix.com

Ship To:
Vicki Childs, Director of Business Technology
Dept. Finance and Administrative Services
PO Box 94669
700 5th AVE #4350
Seattle, WA 98124-94669

Bill To:
Dept. Finance and Administrative Services
PO Box 94669
Seattle, WA 98124-4669
Attn. David Behrdt

Ebix, Inc. (successor in interest to Envision Technology Solutions, LLC) is awarded a contract to provide Risk Management Information Software and Implementation Services as specified in the Master Agreement Between The City of Seattle and Envision Technology Solutions, LLC for Risk Management Information Software and Implementation Services ("Master Agreement").

Contract Term: 12/31/2010 through 12/31/2012

This Blanket Contract:

a) Establishes a new Blanket Contract with Ebix, Inc. (assignee of the Master Agreement and successor in interest to Envision Technology Solutions, LLC) and,

b) Exercises the option to extend the term of the Master Agreement to allow continuation of software and services required by the City to support its Risk Management Information System

c) Supersede and replaces Envision Technology Solutions, LLC Blanket Contract #0000001295.

d) Shall be in accordance with the Master Agreement.

Authorized Signature/Date

7/1/2011

City of Seattle
Department of Finance and Administrative Services

ACCEPTANCE OF ASSIGNMENT

Ebix Risk Management, Inc. ("Assignee"), agrees to assume all rights, title, and interest in City of Seattle Contract #0000001295 including any attachments, amendments, schedules and work orders thereto ("Agreement") originally dated 8/4/2004 executed with Envision Technology Solutions, LLC for providing City of Seattle with a Risk Management Information System.

Assignee agrees to assume all responsibility and provisions of the Agreement and to perform all duties and obligations to be performed by Envision Technology Solutions, LLC. to the same extent as if it had been an original party thereto.

Assignee agrees to extend the Master Agreement Between The City of Seattle and Envision Technology Solutions, LLC for Risk Management Information Software and Implementation Services to December 31, 2012.

("Assignee") Ebix, Inc.

By: [signature]
Name: Robin Raina
Title: President & CEO
Date: 6/21/11

CONSENT TO ASSIGNMENT

Subject to the terms and conditions of the above-mentioned acceptance of Assignment, City of Seattle hereby consents to the foregoing acceptance of contract assignment.

City of Seattle, City Purchasing

By: [signature]
Name: VIVIAN UNO
Title: CITY PURCHASING SUPERVISOR
Date: 7/1/2011

Fred Podesta, Director, Department of Finance and Administrative Services

Nancy Locke, Director
City Purchasing and Contracting Services

700 Fifth Avenue, 41st Floor
PO Box 94687
Seattle, Washington 98124-4687

Phone (206) 684-0444

Fax (206)233-5155
TDD (206) 615-0476
nancy.locke@seattle.gov

Master Agreement

**Between The City of Seattle and
Envision Technology Solutions, LLC**

For Risk Management Information Software and Implementation Services

1. **Agreement:** This Agreement is effective the 28th day of July, 2004, (the "Effective Date"), by and between The City of Seattle, a municipal corporation of the State of Washington (the "City"), and Envision Technology Solutions, LLC, a corporation organized and existing under the law of the State of Delaware and authorized to do business in the State of Washington (the "Vendor").

2. **Entire Agreement:** This Agreement, including all Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Request for Proposal #03014 ("RFP"), the addenda to the RFP, and the Vendor's proposal submitted in response to the RFP are explicitly included as Supplements to this Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the RFP as amended, and then the Vendor's proposal.

3. **Term:** The term of this Agreement shall be five years from the day of the acceptance of the Software. By mutual agreement, the Agreement may be extended in one (1) year increments for three (3) additional years.

4. **Invoicing:** The Vendor shall invoice the City after delivery of goods or performance of services. The Vendor shall invoice the City for any implementation assistance bi-weekly. The City shall not be invoiced for overtime pay or for shift differential. The City shall not be invoiced for use of the Vendor's facility or equipment. The City will not reimburse the Vendor for travel, parking, per diem, or any other expense, except when the Vendor is traveling at least 100 miles or more per one way trip. Travel expenses shall be reimbursed at actual cost and include coach airfare, and ground transportation between SeaTac Airport and downtown Seattle, or private car mileage at $0.345 per mile. Per Diem expenses include meals and lodging only and shall be reimbursed according to the current Runzheimer Index.

   Invoices shall be sent to: Department of Executive Administration
   Accounts Payable Section
   PO Box 94669
   Seattle, WA 98124-4669
   Attn: Becky Thacker (phone 206-684-0333)

The Contractor's deliverables, estimated delivery date, and associated invoicing are:

Deliverable	Completion Date	Invoice Amount
RiskEnvision Installation on server and desktops	Week One	$ 36,500.00
System Configuration Training	Week Two	$ 2,000.00
Data Conversion Map	Week Five	$ 2,000.00
System Administrator Training	Week Six	$ 500.00
Conversion Validation Run	Week Eight	$ 17, 500.00
User Training	Week Eleven	$ 1,500.00
Payment Voucher Creation	Week Eleven	$ included
Final Conversion Run	Week Twelve	$ included
Go Live/Start Up Assistance/ Final Acceptance Document Execution	Week Twelve	$ 5,000.00

5. **Payment:** Invoices will be paid within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery, installation of software, the completion of services, or the date of receipt of a correct invoice, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice. Payment does not constitute whole or partial acceptance of the items; City acceptance shall only occur by execution of the Final Acceptance Document.

   In the event the City fails to pay in a timely manner, a late fee of one percent (1%) per month of the unpaid fees will be assessed if payment is received on or after forty-five (45) days after the City's receipt of a correct invoice. This late fee will continue to accrue monthly until all past due amounts have been paid. This interest penalty may be waived by the Vendor if the City disputes the amount in writing and the Vendor agrees that the disputed amount is exempt from such interest.

6. **Scope:** The Vendor shall provide a fully functional Risk Management Information System by providing risk management information software and related services. The software shall meet the City's software functionality needs and technical environment requirements contained in the RFP. The software will meet the functionality and requirements without any source code modification. The Vendor shall update, maintain, and otherwise support the software for a minimum of five years from the date of the City's execution of the Final Acceptance Document. The Vendor shall perform implementation services, and provide expert training resources to train selected City staff on-site.

6.1 Software: The Vendor shall deliver and the City is granted nonexclusive, nontransferable and perpetual licenses and related documentation pursuant to Exhibit 1, Software License Agreement, for the one-time fees listed below:

No. of Licenses	Product	One Time License Fee
1 for Single Server and Unlimited Users	RiskEnvision Version 3.2	$ 27,500.00
8 concurrent users	RiskEnvision User Licenses	$ 8,000.00

6.2 End User Maintenance and Support: The Vendor shall update, maintain and otherwise support the Software pursuant to Exhibit 2, Software Maintenance Agreement, for a minimum of five years from the date of the City's execution of the Final Acceptance Document. The annual maintenance and support fees are 20% of the total one-time license fee.

6.3 Implementation Services: The Vendor shall perform the implementation services including project planning, software installation, software configuration, data conversion, and testing and acceptance for a fully functional and operational Risk Management Information System. The Vendor shall commence implementation services on an agreed upon date between the Key Persons. The Project Completion Date and date of the City's execution of the Final Acceptance Document is estimated to be twelve (12) weeks from the date of commencing the services. The Vendor shall submit Weekly Project Status Reports to the City. The Vendor and the City shall meet as necessary to review the progress of the project. The Vendor shall support the City's IT Project Manager between the dates of project commencement and final acceptance. The firm fixed price for these services is $27,500.00

6.3.1 Project Planning: Working with the City's IT Project Manager, the Vendor shall provide a detailed project plan and statement of work describing the tasks, timelines, and resources required to accomplish all software installation, software configuration, data conversion, training, and testing and final acceptance.

6.3.2 Software Installation Services: The Vendor shall install, with assistance from the City's Infrastructure Staff, the data base on a City server and the client software on eight workstations, seven located within the RMD office facility and one located at the TPA.

6.3.3 Configuration Services: The Vendor shall review the City's risk management business processes and data to configure the software to accept data from the CLAIMS system and certain data elements from the ONTRACK system (see Exhibit 4). Configuration services also include but are not limited to entering codes and other "look-up" information, setting up commonly used form letters, and preparing a "starter set" of reports.

6.3.4 Data Conversion Services: The Vendor shall convert data from the existing CLAIMS system into the Risk Management Information Systems.

6.4 Training: The Vendor shall train eight end users and three system administrators. Training shall take place at a City facility.

Training Type	# Persons	Total Cost
End User (2 days)	10	$1500.00
System Administrator (1/2 day)	3	$ 500.00

7. **City Responsibilities:** In order for the Vendor to meet the Project Completion Date, the City shall furnish information requested by the Vendor, and shall review and approve deliverables within five business days or as agreed to during Project Planning. The City shall also provide the Vendor with access to equipment, work areas, and facilities, consistent with the City's normal business practices, at no charge, as in the reasonable opinions of the City and the Vendor are necessary to enable the Vendor to perform the services hereunder.

8. **Additional Products and Services:** The City may request additional products and services, beyond those authorized in Section 6 of this Agreement. The request must be in writing. The Vendor will evaluate such request and provide a written cost estimate of the maximum obligation of the City based on the prices set forth below. An agreement must be reached before any obligation incurred and a written work order must be executed by the City before additional products are delivered, additional services are performed, and payments are made. During the term of the Agreement, additional software licenses and services may be purchased as follows:

Additional Software Licenses and Annual Maintenance		
RiskEnvision User License	1 to 17 total licenses granted	$1,000.00 per license
	18 to 42 total licenses granted	$ 900.00 per license
	43 and over total licenses granted	$ 750.00 per license
	Annual Maintenance	20% of license fee
WebEnvision	Unlimited Users	$5,250.00 per license
	Annual Maintenance	20% of license fee

Additional Services	
Professional Services	$ 125.00 per hour
End User Training	$1500 per class on-site; $ 1000 per class off-site
System Administrator Training	$ 500 per class on-site; $ 500 per class off-site

The prices for services shall be firm for the first two years of the Agreement. The Vendor may increase prices for Agreement years three, four and five at a maximum escalation rate not to exceed 5% annually.

9. **Performance Warranty:** Commencing on the date that the City issues its Final Acceptance, and extending for a period of one (1) year, the Vendor warrants that the Software furnished hereunder shall be free from programming errors, shall be free from defects in workmanship and materials, and shall operate in conformity with the performance capabilities, specifications, functions and other descriptions and standards applicable thereto and as set forth in this Agreement including but not limited to the City's RFP; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services and Software shall conform to the standards generally observed in the industry for similar services and Software. If the Vendor is not the original Software manufacturer, the Vendor shall obtain in writing the manufacturer's consent to pass through all Software warranties for the City's benefit. During this warranty period, the Vendor shall replace or repair any defect appearing in the Software, or deficiency in service provided at no additional cost to the City.

10. **Warranty against Planned Obsolescence:** The Vendor warrants that the Software acquired by the City under this Agreement is of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Vendor as a replacement for any of the Software products provided to the City under this Agreement and would result in reduced support for the Software.

    The Vendor further warrants that, in the event that a major change in software occurs that radically alters the source code of the Software and makes the current source code obsolete within three (3) years after full execution of this Agreement, and if the City continues its annual maintenance agreement with the Vendor, the Vendor shall provide the City with replacement software that continues the full functionality of the Risk Management Information System Software, at no extra cost to the City.

11. **No Surreptitious Code Warranty:** The Vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Agreement as the "No Surreptitious Code Warranty."

    As used in this Agreement, "Self-help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term "Self-help Code" does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

    As used in this Agreement, "Unauthorized Code" means any "virus," "Trojan horse," "worm" or other Software routines designed to permit unauthorized access to disable, erase, or otherwise harm Software or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

    The Vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

12. **Title Warranty and Warranty against Infringement:** The Vendor warrants and represents that the Software provided under this Agreement is the sole and exclusive property of the Vendor or that the Vendor is authorized to provide full use of the Software to the City as provided herein. The Vendor warrants that it has full power and authority to grant the rights granted by this Agreement to the City without the consent of any other person or entity.

In the event of any claim by a third party against the City asserting a patent, copyright, trade or secret, or proprietary right violation involving the Software acquired by the City hereunder or any portion thereof, Vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that Vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City's full use of either the Software or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Vendor shall, at the City's option and at Vendor's expense:

(1) procure for the City the right to continue full use of the Software; or

(2) replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the Software conforms with applicable specifications); or

(3) if the Software was purchased and the actions described in item (1) or (2) of Section 12, are not practicable, re-purchase the Software from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or

(4) if the Software was leased, licensed, or rented, and the actions described in item (1), (2), or (3) of this Section 12 are not practicable, remove such Software from the City's site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other agreement. In no event shall the City be liable to Vendor for any lease, rental, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the Software because of such actual or claimed infringement. In the event removal or replacement of the Software is required pursuant to this paragraph, Vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the Software as is reasonably possible.

No settlement that prevents the City from continuing to use the Software or Software documentation as provided in this Agreement shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this Section shall survive the expiration or earlier termination of this Agreement.

13. **No Liens:** The Vendor warrants that the Software is the sole and exclusive property of the Vendor and that the Vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software without interruption by Vendor or any other person making a claim under or through the Vendor or by right of paramount title.

14. **Services Warranty:** The Vendor warrants that, in performing the services under the Maintenance Agreement appended as Exhibit 2, the Vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements, which appear in this Agreement and in the Vendor's response to the City's RFP.

15. **Merchantability and Fitness Warranty:** Vendor represents and warrants that the Software and Software Documentation will be merchantable and will be fit for the particular purposes established in the City's RFP and the Vendor's response to the City's RFP.

16. **Most Favored Customer:** The Vendor warrants that the price or charges for Software and services acquired by the City during the term of this Agreement shall be equal to or less than the prices or charges given to any other customer for the same Software or service.

17. **Key Persons:** The following individuals shall be considered Key Persons for the performance of this Agreement:

For the City: Vicki Childs, Director
Business Technology Division
Department of Executive Services
PO Box 94669
700 5th AVE #4350
Seattle, WA 98124-94669
Ph: 206-684-0637
FX: 206-386-1300
EM: Vicki.childs@seattle.gov

For the Vendor: Mike Hassett, Director of Implementation
Envision Technology Solutions, LLC
6985 S. Union Park Center #595
Midvale, UT 84014
PH: 801-568-1818
FX: 801-568-5179
EM: mikeh@envision-ts.com

18. **Non-Discrimination and Equal Employment Opportunity:** During the performance of this Agreement, the Vendor agrees as follows:

The Vendor will 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. The Vendor will 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 the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Vendor will, prior to commencement and during the term of this contract, furnish to the Director of Executive Administration (as used herein "Director" means the Director of Executive Administration or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Vendor in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

If upon investigation the Director finds probable cause to believe that the Vendor has failed to comply with any of the terms of these provisions, the Vendor and the contracting authority shall be so notified in writing. The contracting authority shall give the Vendor an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the Vendor, pending compliance by the Vendor with the terms of these provisions.

Failure to comply with any of the terms of these provisions shall be a material breach of this contract.

The foregoing provisions will be inserted in all subcontracts for work covered by this contract.

19. **Non-Discrimination in Contracting:**

19.1 City utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this Agreement. No minimum level of WMBE subcontract participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder for its WMBE utilization or WMBE status. Any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the RFP will continue to apply.

19.2 The City encourages the Vendor to employ a workforce reflective of the region's diversity.

19.3 Discrimination: The Vendor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Vendor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

19.4 Record-Keeping: The Vendor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Agreement, relevant records and information necessary to document the Vendor's utilization of WMBEs and other businesses as subcontractors and suppliers in this Agreement and in its overall public and private business activities. The Vendor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Vendor by all businesses seeking to participate as subcontractors or suppliers in the Agreement. The City shall have the right to inspect and copy such records. If this Agreement involves federal funds, the Vendor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the Agreement.

19.5 Affirmative Efforts to Utilize WMBEs: The City encourages the utilization of Minority Business Enterprises and Women Business Enterprises in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

- Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.

- Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- Establishing delivery schedules, where the requirements of the contract permit, that encourage participation by WMBEs.
- Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- Utilizing the services of available minority community organizations, minority Vendor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

19.6 Sanctions for Violation - Any violation of the mandatory requirements of this WMBE Utilization provision shall be a material breach of contract for which the Vendor may be subject to damages and sanctions provided for by contract and by applicable law.

20. Non-Discrimination in Benefits:

20.1 Compliance with SMC Ch. 20.45: The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At the City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material beach of this Agreement.

20.2 Remedies for Violations of SMC Ch. 20.45: Any violation of Section 18.1 of this Agreement shall be a material breach of the Agreement for which the City may:

- Require the Vendor to pay liquidated damages in the amount of five hundred dollars ($500.00 USD) per day for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Agreement; or
- In the event the Vendor willfully refuses or repeatedly fails to comply with the requirements of SMC Ch. 20.45, terminate the Agreement; or
- Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

21. Publicity: The Vendor shall not advertise or publish the fact that the City has contracted to purchase items from the Vendor without the City's prior written approval.

22. Proprietary and Confidential Information: The Vendor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Vendor, by submission of materials marked proprietary and confidential, acknowledges and agrees that the City will have no obligation or any liability to the Vendor in the event that the City must disclose these materials.

The Vendor also acknowledges that in the course of performance of this Agreement, the Vendor may have access to confidential information relating to the City's business. The Vendor agrees to use such information only for the purpose of this Agreement, and not to otherwise use, copy, disclose or disseminate such information without the prior written consent of the City. The provisions in this Section shall survive the termination of this Agreement and are applicable to the Vendor, its parents, subsidiaries, affiliates, related entities and assigns.

23. **Indemnification:** The Vendor hereby agrees to indemnify, save harmless and defend the City from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of the Vendor, its agents, and employees in performing the work required by this Contract, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligent acts, errors or omissions of the Vendor, its authorized agents, or employees. The Vendor further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

24. **Insurance**

24.1 The Vendor shall at all times during the term of this Agreement maintain at its own expense and on file with the City's Purchasing Services Division evidence of insurance coverage as described below:

24.1.1 Commercial General Liability insurance, including Premises/Operations; Products/Completed Operations; Personal/Advertising Injury; Contractual Liability; Independent Contractor's Liability; Stop Gap/Employers Contingent Liability; and, Fire Damage Legal Liability coverage. Minimum limits of liability shall be:

$1,000,000 combined single limit each occurrence bodily injury and property damage
$1,000,000 each offense Personal/Advertising Injury
$ 500,000 each accident and each employee and policy limit as respects disease
$1,000,000 fire legal liability
$2,000,000 general aggregate

24.1.2 Specialty Errors & Omissions Liability with minimum limits of liability shall be $1,000,000 each occurrence.

24.1.3 Business Automobile liability coverage for owned, non-owned, leased and hired vehicles. Minimum limits of liability shall be $1,000,000 combined single limit each occurrence bodily injury and property damage.

24.1.4 Workers' Compensation insurance in the state of Washington in accordance with the provisions of Title 51 of the Revised Code of Washington.

24.2 Any deductible or self-insured retention in excess of $25,000 must be disclosed and is subject to approval by the City, and the cost of any claim payments falling within the deductible shall be the responsibility of Vendor.

24.3 Insurance required under Subsections 24.1.1 (Commercial General Liability insurance and 24.1.3 (Business Commercial Automobile Liability insurance) shall be endorsed so as to include the City as an additional insured for primary and noncontributory limits with any insurance and/or self insurance the City may carry and subject to separation of insureds/severability of interests.

24.4 Insurance required under Subsection 24.1:

24.4.1 Shall not be subject to cancellation unless notice is actually mailed or delivered to the City not less than 45 days prior to the effective date of cancellation (except 10 days as respects non-payment of premium and 30 days with respects to surplus lines insurers subject to RCW 48.15).

24.4.2 Except as respects insurance required under Subsection 24.1.4 (Workers Compensation Insurance), shall be placed with insurers licensed to do business in the State of Washington with an A.M. Best's rating of not less than A-; VII or filed as surplus line by a Washington surplus line broker in accordance with RCW 48.

24.5 Evidence of insurance: The following documents must be provided as evidence of insurance and approved by the City:

24.5.1 A copy of the policy's declarations pages, showing the Insuring Vendor, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

24.5.2 A copy of the endorsements providing coverage for the City of Seattle as an additional insured for Commercial General Liability insurance showing the policy number, and signed by an authorized representative of the insurance company on ISO Form CG 20 10 or equivalent endorsement or blanket additional insured policy wording.

24.5.3 A copy of the endorsement or policy wording providing notice of cancellation to the City in accordance with subparagraph 24.4.1.

25. Compliance with Law

25.1 General Requirement: The Vendor, 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 administrative agencies and the officers thereof.

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

25.3 Taxes: The Vendor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Agreement.

25.4 Use of Recycled Content Paper: The Vendor shall, whenever practicable, use recycled content paper on all documents submitted to the City.

25.5 Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Vendor is providing services, programs, or activities to City employees or members of the public as part of this Agreement, the Vendor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

26. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Vendor Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

26. **Independent Status of Vendor:** Both parties hereto, in the performance of the Agreement will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Vendor's employees and agents shall work under the direction and control of the Vendor.

27. **Assignment:** Vendor shall not assign any right or interest nor delegate any obligation owed without the written consent of the City, except Vendor may assign the proceeds of this Agreement for the benefit of creditors upon 21 days advance written notice to the City, at Vendor Relations Unit, 700 – 5th AVE, #4112, PO Box 94687, Seattle, WA 98124-4687.

28. **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

29. **Executory Agreement:** This Agreement will not be considered valid until signed by both parties.

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

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

32. **Remedies Cumulative:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

33. **Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

34. **Captions:** The titles of any part of this Agreement sections are for convenience only and do not define or limit the contents.

35. **Invalidity of Particular Provisions:** A judicial determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.

36. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver or any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. The payment of compensation to the Vendor shall not be deemed a waiver of any right or the acceptance of defective performance.

37. **Termination**

37.1 For Cause: Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

37.2 For Reasons Beyond Control of Parties: Except for circumstances described in Section 35, either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

37.3 For City Convenience: The City may terminate this Agreement for any reason, including, but not limited to, for its convenience, at any time by giving notice thereof, in writing and not less than five (5) days prior to the effective date of termination, to the Vendor specifying the effective termination date. If this Agreement is terminated by the City pursuant to this subsection, the Vendor will be paid an amount equal to goods and services incurred as of the date of termination.

The Vendor agrees that the payment provided in this Subsection shall fully and adequately compensate the Vendor and all subcontractors for all profits, costs, expenses, losses, liabilities, damage, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

37.4 Notice. Notice of termination pursuant to Subsections 37.1 and 37.2 above, hereof shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

38. Addresses for Notices: All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to City:
Ann Kelson, Principal Buyer
Seattle Purchasing Services Division
700 5th AVE #4112
PO Box 94687
Seattle, WA 98124-4687
Ph: 206-684-0539
Fx: 206-233-5155
Em: ann.kelson@seattle.gov

If to the Vendor:
Scott Harper, COO
Envision Technology Solutions, LLC
6985 S. Union Park Center #595
Midvale, UT 84014
Ph: 801-568-1818
Fx: 801-568-5179
Em: mikeh@envision-ts.com

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

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

IN WITNESS WHEREOF, the City and the Vendor have caused this Agreement to be executed.

ENVISION TECHNOLOGY SOLUTIONS	**THE CITY OF SEATTLE**
By:	**By:**
Title: COO	**Title** Dir of Executive Administration
Date: 7/29/04	**Date:** 8/4/04

Seattle Business License Number:

_____

Exhibit I
RiskEnvision Software License Agreement

This Software License Agreement ("License Agreement") is made and entered into on July 28, 2004 by and between Envision Technology Solutions, LLC (hereinafter "Envision"), a Delaware limited liability company, with its principal place of business at 6985 South Union Park Center , suite 595, Midvale, Utah, 84047 and The City of Seattle (hereinafter "Licensee"), a municipal corporation of the State of Washington, with its principal place of business at 700 Fifth Avenue, Suite 4112, Seattle, Washington, 98104.

Whereas, Envision has created a risk management software system know as "RiskEnvision" which will facilitate Licensee in the management of data and claim information and Envision desires to install such software at various locations of Licensee's business and render professional services to Licensee in relation to such software.

Whereas, Licensee wishes to acquire from Envision a license to use "RiskEnvision" at its locations and to retain Envisions related professional services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. Software License

1.1 Licensee agrees to buy and Envision agrees to grant to Licensee a non-exclusive, non-transferable and perpetual license to use RiskEnvision Software ("Software"). Licensee agrees to utilize the Software for its internal business purposes only and in accordance with the terms of this License Agreement and that Envision retains ownership title to the Software.

1.2 Licensee shall utilize the Software only at the business location of 700 Fifth Avenue, Seattle, Washington 98104 ("Site(s)"). Licensee shall not copy the Software except to provide for reasonable back-up files for Licensee's own use at the Site(s). Licensee may copy the Software User Manual and Training Materials ("Documentation") for its own use and at its own expense to the extent allowed by this License Agreement.

2. Delivery and Installation

2.1 Unless otherwise specified in writing, the Software will be delivered and installed on-site at the Site(s). Envision will install the Software at the Sites at a mutually convenient time for the parties during customer working hours. Envision shall furnish qualified personnel to complete the installation and Licensee will provide qualified personnel, with supervisory access to the network, knowledgeable of the Licensee's existing computer system to consult with Envision to effect the installation. Licensee shall prepare the Site for installation with desktop computer workstations using a Windows Operation System and attached to the network with access to the server where the database resides. To effect proper installation, workstation hardware configuration should comply with the following requirements: Pentium processor with 32 Mb RAM. If Licensee plans to run additional applications on the workstation simultaneously with RiskEnvision, additional RAM is required.

2.2 Installation of the Software at Licensee Sites(s) shall constitute acceptance of the Software. Envision will notify Licensee in writing when the installation at all Sites has been completed and this installation shall be deemed acceptable unless Licensee notifies Envision in writing of problems with the Software within ten (10) business days of the installation.

3. Warranties

3.1 Envision represents, warrants and covenants to the Licensee that:
(a) it is a limited liability company in good standing under the laws of Delaware with full authority to execute and perform this License Agreement;
(b) it has a right to enter into this License Agreement to license the Software and provide professional services in relation to the Software;
(c) the Software when use with the equipment recommended by Envision will perform in accordance with the Documentation provided to Licensee as part of the Software, and will operation in accordance with such Documentation for ninety (90) days following acceptance of the Software;
(d) the version of Software and the Software User Manual delivered to Licensee will be the complete and current version.

3.2 The manufacturer's warranties as conveyed to Licensee with the Software and the warranties provided in the Master Agreement are the only warranties that apply to this Software. Licensee agrees that the warranties granted herein shall not apply in the event that Licensee modifies the Software, changes its Network or Server so that it is not compatible with the Software, or otherwise affects the Software by Licensee's, or its agents, actions.

3.3 Licensee represents, warrants, and covenants to Envision that:
(a) it is a municipal corporation in good standing under the laws of Washington with full authority to execute and perform this License Agreement;
(b) as of the date of the execution of this License Agreement, Licensee has not sought and has no present intention voluntarily to seek the protection of the Bankruptcy laws.

4. Software Maintenance

Envision agrees to provide the Licensee with certain Software maintenance and support services, per the terms and conditions of the Software Maintenance Agreement attached to the Master Agreement as Exhibit 2. The parties may annually renew the Software Maintenance Agreement per the terms of Exhibit 2.

5. Confidentiality

Licensee acknowledges that the Software and Documentation are the proprietary property of Envision and Licensee acknowledges and agrees that Envision, its parents and affiliates, are the sole and exclusive owners of the software and other certain confidential ideas an trade secrets concerning the operations of their respective businesses, products, actual or potential customer information or any other information and products regardless of whether such trade secrets or confidential information is subject to patent, copyright, or other protection. As used herein, "Trade Secret and Confidential Information" shall include, but is not limited to, all confidential and proprietary information, business operations development data, computer codes, customer information, any other information and knowledge, proprietary and otherwise, which are not commonly known, and which could be used by others to the competitive disadvantage of Envision, its parent, subsidiaries and affiliates. Except as provided by law, Licensee agrees to limit use of the software and the disclosure of Confidential Information to those persons in Licensee's organization who have a need to know all or part of such information. Licensee shall inform each such person of the provisions of this License Agreement regarding confidential information and shall take steps, no less rigorous than those it takes to protect its own proprietary information. The provisions in the Section shall survive the termination of this License Agreement and are applicable to Licensee, and its parents, subsidiaries, affiliates, a and related entities. Trade Secrets and Confidential Information are also subject to the protection of the relevant state trade secrets and unfair competition statutes.

6. License Limitation and Termination

6.1 Licensee shall not decompile or reverse assemble the Software in order to create a product that is substantially similar to the Software, nor may Licensee modify or enhance the Software. Licensee shall not assign, loan, rent, lease or sublease the Software or any copy thereof. Licensee shall not allow more users or Sites to access the Software than are authorized in Section 6.1 of the Master Agreement. This license is for the use of the object code only, and is not license to use the source code. The Source Code will only become available for licensing in the event that Envision files for a liquidating bankruptcy.

6.2 Licensee's License shall continue indefinitely unless terminated as provided herein. Envision may terminate the License granted if Licensee fails or neglects to perform any of its obligations to Envision under this License Agreement, and such breach is not remedied within thirty (30) days after written notice of breach has been given to Licensee. Notwithstanding the above, Envision may terminate this License Agreement without advance notice if any license or other fees remain unpaid ninety (90) days after invoice date.

6.3 In the event of termination of this License Agreement, Licensee shall immediately return to Envision all Software and Documentation and delete or destroy any copies or versions of such materials that are contained within Licensee's computer system. Licensee shall certify to Envision in writing that al originals, copies and adaptations of the Software have been returned or destroyed.

IN WITNESS WHEREOF, the parties have executed this License Agreement as the day and year first set forth above.

ENVISION TECHNOLOGY SOLUTIONS	THE CITY OF SEATTLE
Licensor	Licensee
Scott Harper	
Signature	Signature
Scott Harper	Kenneth J Nakatsu
Name –typed or printed	Name –typed or printed
COO	Dir of Executive Administration
Title	Title
7/29/04	8/4/04
Date	Date

Exhibit 2
Envision Technology Solutions
Software Maintenance Agreement for The City of Seattle

1. Terms

This Software Maintenance Agreement ("Maintenance Agreement") is effective upon Licensee's "going live" with the RiskEnvision Software ("Software") by executing a Final Acceptance Document. The Maintenance Agreement will remain in effect until January 1st of the next calendar year ("Initial Term"). After the Initial Term, this Maintenance Agreement will renew on each successive January 1 for one year periods ("Renewal Term") unless written notice of termination is given by either party with sixty (60) days prior written notice. This Maintenance Agreement may be terminated with thirty (30) day written notice by either party if the other party fails to fulfill a term of this Agreement and the breaching party does not fulfill its obligations within forty-five (45) days after receiving written notice of such breach.

2. Prices and Fees

The annual price of services under this Maintenance Agreement is twenty percent (20%) of the Total Software License and User License fees of the Software pursuant to the Master Agreement.

In the Initial Term, a pro rata amount will be calculated and Licensee shall be invoiced for such pro rata amount for each day from going live with the Software until December 31st of that year.

In Renewal Terms, Licensee shall receive sixty (60) days advance notice of any changes in the service charges or rates. Licensee has the right to terminate this Maintenance Agreement after receipt of a change in charges or rates by providing 30 days prior written notice to Envision.

In the event that Licensee request support or assistance in excess of this Maintenance Agreement, these fees will be set on a case by case basis.

3. Description of Services and Products

During the term of this Agreement, Licensee will receive the Services and Products described below.

3.1 Envision shall provide unlimited technical; phone assistance. Such support and assistance will be provided using Envision regular business hours, Monday through Friday, 7:00 a.m. to 6:00 p.m. Mountain Time.

3.2 Envision shall provide new enhancements (including upgrades, revisions, and new versions) of existing software developed for general distribution to Envision licensees.

4. Scope of Services

4.1 Envision will provide technical assistance and advice on the operation of all software features defined in the Documentation. Envision will provide telephone consultations on an as needed basis on authorized hardware and utility software products which may have been provided by other parties to the Licensee as it relates to the functionality of RiskEnvision. Envision will provide telephone consultations on an as needed basis on application design and set up of RiskEnvision. Envision will provide applicable diagnostic advice on an as needed basis on all Third Party Products as it relates to the functionality of RiskEnvision. Licensee may receive additional professional services pursuant to the Master Agreement.

4.2 Envision support and/or assistance on Third Party Products or other hardware and utility software products provided by other parties to the Licensee should not be requested in lieu of support or assistance from the providers of such products. Envision cannot be responsible for support or assistance it may provide which voids any warranty or violates any maintenance agreement Licensee may have with the provider of such products or maintenance services.

4.3 Training, operational problem resolution, recurring hardware issues, new programming, operation system activities, word processing, custom programming, supplemental field creation, new report structures, general system management, moving of, relocating software programs or printers, verification or correction of errors that result from data entry or procedural errors, consultation and other related actives are not within the scope of this Maintenance Agreement.

4.4 Envision reserves the right to develop and make available software programs which are not included within the terms of this Maintenance Agreement.

5. Licensee's Responsibilities

5.1 Licensee is responsible for securing any necessary support, at its option, obtaining software upgrades or revisions for third Party Products. These include, by way of example, LAN operating system, back up utilities, database support for Licensee's database solution, modem communication programs and related utilities or operation system program.

5.2 Licensee is responsible for documenting and defining in writing any support issues or requests not addressed by the daily Envision support process. Envision is responsible for responding to the written requests within ten (10) business days.

5.3 Licensee is responsible for securing, testing and maintaining hardware, operating system software, available telephone lines, network communication equipment support and other maintenance, peripherals or printers.

5.4 Licensee is responsible, at its option, for purchasing new releases or upgrades for Third Party Products.

5.5 Licensee is responsible for monitoring its own computer related exposures to a computer virus related program. Licensee is aware of the need for various programs and practices to avoid receiving or transmitting a computer virus.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as the day and year first set forth above.

ENVISION TECHNOLOGY SOLUTIONS
Licensor

Scott Harper
Signature

Scott Harper
Name –typed or printed

COO
Title

7/29/04
Date

THE CITY OF SEATTLE
Licensee

Signature

Kenneth J. Nakatsu
Name –typed or printed

Dir of Executive Administration
Title

8/4/04
Date

Exhibit I
RiskEnvision Software License Agreement

This Software License Agreement ("License Agreement") is made and entered into on July 28, 2004 by and between Envision Technology Solutions, LLC (hereinafter "Envision"), a Delaware limited liability company, with its principal place of business at 6985 South Union Park Center , suite 595, Midvale, Utah, 84047 and The City of Seattle (hereinafter "Licensee"), a municipal corporation of the State of Washington, with its principal place of business at 700 Fifth Avenue, Suite 4112, Seattle, Washington, 98104.

Whereas, Envision has created a risk management software system know as "RiskEnvision" which will facilitate Licensee in the management of data and claim information and Envision desires to install such software at various locations of Licensee's business and render professional services to Licensee in relation to such software.

Whereas, Licensee wishes to acquire from Envision a license to use "RiskEnvision" at its locations and to retain Envisions related professional services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. Software License

1.1 Licensee agrees to buy and Envision agrees to grant to Licensee a non-exclusive, non-transferable and perpetual license to use RiskEnvision Software ("Software"). Licensee agrees to utilize the Software for its internal business purposes only and in accordance with the terms of this License Agreement and that Envision retains ownership title to the Software.

1.2 Licensee shall utilize the Software only at the business location of 700 Fifth Avenue, Seattle, Washington 98104 ("Site(s)"). Licensee shall not copy the Software except to provide for reasonable back-up files for Licensee's own use at the Site(s). Licensee may copy the Software User Manual and Training Materials ("Documentation") for its own use and at its own expense to the extent allowed by this License Agreement.

2. Delivery and Installation

2.1 Unless otherwise specified in writing, the Software will be delivered and installed on-site at the Site(s). Envision will install the Software at the Sites at a mutually convenient time for the parties during customer working hours. Envision shall furnish qualified personnel to complete the installation and Licensee will provide qualified personnel, with supervisory access to the network, knowledgeable of the Licensee's existing computer system to consult with Envision to effect the installation. Licensee shall prepare the Site for installation with desktop computer workstations using a Windows Operation System and attached to the network with access to the server where the database resides. To effect proper installation, workstation hardware configuration should comply with the following requirements: Pentium processor with 32 Mb RAM. If Licensee plans to run additional applications on the workstation simultaneously with RiskEnvision, additional RAM is required.

2.2 Installation of the Software at Licensee Sites(s) shall constitute acceptance of the Software. Envision will notify Licensee in writing when the installation at all Sites has been completed and this installation shall be deemed acceptable unless Licensee notifies Envision in writing of problems with the Software within ten (10) business days of the installation.

3. Warranties

3.1 Envision represents, warrants and covenants to the Licensee that:
(a) it is a limited liability company in good standing under the laws of Delaware with full authority to execute and perform this License Agreement;
(b) it has a right to enter into this License Agreement to license the Software and provide professional services in relation to the Software;
(c) the Software when use with the equipment recommended by Envision will perform in accordance with the Documentation provided to Licensee as part of the Software, and will operation in accordance with such Documentation for ninety (90) days following acceptance of the Software;
(d) the version of Software and the Software User Manual delivered to Licensee will be the complete and current version.

3.2 The manufacturer's warranties as conveyed to Licensee with the Software and the warranties provided in the Master Agreement are the only warranties that apply to this Software. Licensee agrees that the warranties granted herein shall not apply in the event that Licensee modifies the Software, changes its Network or Server so that it is not compatible with the Software, or otherwise affects the Software by Licensee's, or its agents, actions.

3.3 Licensee represents, warrants, and covenants to Envision that:
(a) it is a municipal corporation in good standing under the laws of Washington with full authority to execute and perform this License Agreement;
(b) as of the date of the execution of this License Agreement, Licensee has not sought and has no present intention voluntarily to seek the protection of the Bankruptcy laws.

4. Software Maintenance

Envision agrees to provide the Licensee with certain Software maintenance and support services, per the terms and conditions of the Software Maintenance Agreement attached to the Master Agreement as Exhibit 2. The parties may annually renew the Software Maintenance Agreement per the terms of Exhibit 2.

5. Confidentiality

Licensee acknowledges that the Software and Documentation are the proprietary property of Envision and Licensee acknowledges and agrees that Envision, its parents and affiliates, are the sole and exclusive owners of the software and other certain confidential ideas an trade secrets concerning the operations of their respective businesses, products, actual or potential customer information or any other information and products regardless of whether such trade secrets or confidential information is subject to patent, copyright, or other protection. As used herein, "Trade Secret and Confidential Information" shall include, but is not limited to, all confidential and proprietary information, business operations development data, computer codes, customer information, any other information and knowledge, proprietary and otherwise, which are not commonly known, and which could be used by others to the competitive disadvantage of Envision, its parent, subsidiaries and affiliates. Except as provided by law, Licensee agrees to limit use of the software and the disclosure of Confidential Information to those persons in Licensee's organization who have a need to know all or part of such information. Licensee shall inform each such person of the provisions of this License Agreement regarding confidential information and shall take steps, no less rigorous than those it takes to protect its own proprietary information. The provisions in the Section shall survive the termination of this License Agreement and are applicable to Licensee, and its parents, subsidiaries, affiliates, a and related entities. Trade Secrets and Confidential Information are also subject to the protection of the relevant state trade secrets and unfair competition statutes.

6. License Limitation and Termination

6.1 Licensee shall not decompile or reverse assemble the Software in order to create a product that is substantially similar to the Software, nor may Licensee modify or enhance the Software. Licensee shall not assign, loan, rent, lease or sublease the Software or any copy thereof. Licensee shall not allow more users or Sites to access the Software than are authorized in Section 6.1 of the Master Agreement. This license is for the use of the object code only, and is not license to use the source code. The Source Code will only become available for licensing in the event that Envision files for a liquidating bankruptcy.

6.2 Licensee's License shall continue indefinitely unless terminated as provided herein. Envision may terminate the License granted if Licensee fails or neglects to perform any of its obligations to Envision under this License Agreement, and such breach is not remedied within thirty (30) days after written notice of breach has been given to Licensee. Notwithstanding the above, Envision may terminate this License Agreement without advance notice if any license or other fees remain unpaid ninety (90) days after invoice date.

6.3 In the event of termination of this License Agreement, Licensee shall immediately return to Envision all Software and Documentation and delete or destroy any copies or versions of such materials that are contained within Licensee's computer system. Licensee shall certify to Envision in writing that al originals, copies and adaptations of the Software have been returned or destroyed.

IN WITNESS WHEREOF, the parties have executed this License Agreement as the day and year first set forth above.

ENVISION TECHNOLOGY SOLUTIONS	THE CITY OF SEATTLE
Licensor	Licensee
Signature	Signature
Scott Harper	Kenneth J. Nakatsu
Name –typed or printed	Name –typed or printed
COO	Dir of Executive Administration
Title	Title
7/29/04	8/4/04
Date	Date

Exhibit 2
Envision Technology Solutions
Software Maintenance Agreement for The City of Seattle

1. Terms

This Software Maintenance Agreement ("Maintenance Agreement") is effective upon Licensee's "going live" with the RiskEnvision Software ("Software") by executing a Final Acceptance Document. The Maintenance Agreement will remain in effect until January 1st of the next calendar year ("Initial Term"). After the Initial Term, this Maintenance Agreement will renew on each successive January 1 for one year periods ("Renewal Term") unless written notice of termination is given by either party with sixty (60) days prior written notice. This Maintenance Agreement may be terminated with thirty (30) day written notice by either party if the other party fails to fulfill a term of this Agreement and the breaching party does not fulfill its obligations within forty-five (45) days after receiving written notice of such breach.

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In Renewal Terms, Licensee shall receive sixty (60) days advance notice of any changes in the service charges or rates. Licensee has the right to terminate this Maintenance Agreement after receipt of a change in charges or rates by providing 30 days prior written notice to Envision.

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3.2 Envision shall provide new enhancements (including upgrades, revisions, and new versions) of existing software developed for general distribution to Envision licensees.

4. Scope of Services

4.1 Envision will provide technical assistance and advice on the operation of all software features defined in the Documentation. Envision will provide telephone consultations on an as needed basis on authorized hardware and utility software products which may have been provided by other parties to the Licensee as it relates to the functionality of RiskEnvision. Envision will provide telephone consultations on an as needed basis on application design and set up of RiskEnvision. Envision will provide applicable diagnostic advice on an as needed basis on all Third Party Products as it relates to the functionality of RiskEnvision. Licensee may receive additional professional services pursuant to the Master Agreement.

4.2 Envision support and/or assistance on Third Party Products or other hardware and utility software products provided by other parties to the Licensee should not be requested in lieu of support or assistance from the providers of such products. Envision cannot be responsible for support or assistance it may provide which voids any warranty or violates any maintenance agreement Licensee may have with the provider of such products or maintenance services.

4.3 Training, operational problem resolution, recurring hardware issues, new programming, operation system activities, word processing, custom programming, supplemental field creation, new report structures, general system management, moving of, relocating software programs or printers, verification or correction of errors that result from data entry or procedural errors, consultation and other related actives are not within the scope of this Maintenance Agreement.

4.4 Envision reserves the right to develop and make available software programs which are not included within the terms of this Maintenance Agreement.

5. Licensee's Responsibilities

5.1 Licensee is responsible for securing any necessary support, at its option, obtaining software upgrades or revisions for third Party Products. These include, by way of example, LAN operating system, back up utilities, database support for Licensee's database solution, modem communication programs and related utilities or operation system program.

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IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as the day and year first set forth above.

ENVISION TECHNOLOGY SOLUTIONS
Licensor

Signature

Scott Harper
Name –typed or printed

COO
Title

7/29/04
Date

THE CITY OF SEATTLE
Licensee

Signature

Kenneth J. Nakatsu
Name –typed or printed

Dir of Executive Administration
Title

8/4/04
Date

Master Agreement

Between The City of Seattle and Envision Technology Solutions, LLC

For Risk Management Information Software and Implementation Services

1. **Agreement:** This Agreement is effective the 28th day of July, 2004, (the "Effective Date"), by and between The City of Seattle, a municipal corporation of the State of Washington (the "City"), and Envision Technology Solutions, LLC, a corporation organized and existing under the law of the State of Delaware and authorized to do business in the State of Washington (the "Vendor").

2. **Entire Agreement:** This Agreement, including all Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Request for Proposal #03014 ("RFP"), the addenda to the RFP, and the Vendor's proposal submitted in response to the RFP are explicitly included as Supplements to this Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the RFP as amended, and then the Vendor's proposal.

3. **Term:** The term of this Agreement shall be five years from the day of the acceptance of the Software. By mutual agreement, the Agreement may be extended in one (1) year increments for three (3) additional years.

4. **Invoicing:** The Vendor shall invoice the City after delivery of goods or performance of services. The Vendor shall invoice the City for any implementation assistance bi-weekly. The City shall not be invoiced for overtime pay or for shift differential. The City shall not be invoiced for use of the Vendor's facility or equipment. The City will not reimburse the Vendor for travel, parking, per diem, or any other expense, except when the Vendor is traveling at least 100 miles or more per one way trip. Travel expenses shall be reimbursed at actual cost and include coach airfare, and ground transportation between SeaTac Airport and downtown Seattle, or private car mileage at $0.345 per mile. Per Diem expenses include meals and lodging only and shall be reimbursed according to the current Runzheimer Index.

   Invoices shall be sent to: Department of Executive Administration
   Accounts Payable Section
   PO Box 94669
   Seattle, WA 98124-4669
   Attn: Becky Thacker (phone 206-684-0333)

The Contractor's deliverables, estimated delivery date, and associated invoicing are:

Deliverable	Completion Date	Invoice Amount
RiskEnvision Installation on server and desktops	Week One	$ 36,500.00
System Configuration Training	Week Two	$ 2,000.00
Data Conversion Map	Week Five	$ 2,000.00
System Administrator Training	Week Six	$ 500.00
Conversion Validation Run	Week Eight	$ 17, 500.00
User Training	Week Eleven	$ 1,500.00
Payment Voucher Creation	Week Eleven	$ included
Final Conversion Run	Week Twelve	$ included
Go Live/Start Up Assistance/ Final Acceptance Document Execution	Week Twelve	$ 5,000.00

5. **Payment:** Invoices will be paid within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery, installation of software, the completion of services, or the date of receipt of a correct invoice, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice. Payment does not constitute whole or partial acceptance of the items; City acceptance shall only occur by execution of the Final Acceptance Document.

   In the event the City fails to pay in a timely manner, a late fee of one percent (1%) per month of the unpaid fees will be assessed if payment is received on or after forty-five (45) days after the City's receipt of a correct invoice. This late fee will continue to accrue monthly until all past due amounts have been paid. This interest penalty may be waived by the Vendor if the City disputes the amount in writing and the Vendor agrees that the disputed amount is exempt from such interest.

6. **Scope:** The Vendor shall provide a fully functional Risk Management Information System by providing risk management information software and related services. The software shall meet the City's software functionality needs and technical environment requirements contained in the RFP. The software will meet the functionality and requirements without any source code modification. The Vendor shall update, maintain, and otherwise support the software for a minimum of five years from the date of the City's execution of the Final Acceptance Document. The Vendor shall perform implementation services, and provide expert training resources to train selected City staff on-site.

6.1 Software: The Vendor shall deliver and the City is granted nonexclusive, nontransferable and perpetual licenses and related documentation pursuant to Exhibit 1, Software License Agreement, for the one-time fees listed below:

No. of Licenses	Product	One Time License Fee
1 for Single Server and Unlimited Users	RiskEnvision Version 3.2	$ 27,500.00
8 concurrent users	RiskEnvision User Licenses	$ 8,000.00

6.2 End User Maintenance and Support: The Vendor shall update, maintain and otherwise support the Software pursuant to Exhibit 2, Software Maintenance Agreement, for a minimum of five years from the date of the City's execution of the Final Acceptance Document. The annual maintenance and support fees are 20% of the total one-time license fee.

6.3 Implementation Services: The Vendor shall perform the implementation services including project planning, software installation, software configuration, data conversion, and testing and acceptance for a fully functional and operational Risk Management Information System. The Vendor shall commence implementation services on an agreed upon date between the Key Persons. The Project Completion Date and date of the City's execution of the Final Acceptance Document is estimated to be twelve (12) weeks from the date of commencing the services. The Vendor shall submit Weekly Project Status Reports to the City. The Vendor and the City shall meet as necessary to review the progress of the project. The Vendor shall support the City's IT Project Manager between the dates of project commencement and final acceptance. The firm fixed price for these services is $27,500.00

6.3.1 Project Planning: Working with the City's IT Project Manager, the Vendor shall provide a detailed project plan and statement of work describing the tasks, timelines, and resources required to accomplish all software installation, software configuration, data conversion, training, and testing and final acceptance.

6.3.2 Software Installation Services: The Vendor shall install, with assistance from the City's Infrastructure Staff, the data base on a City server and the client software on eight workstations, seven located within the RMD office facility and one located at the TPA.

6.3.3 Configuration Services: The Vendor shall review the City's risk management business processes and data to configure the software to accept data from the CLAIMS system and certain data elements from the ONTRACK system (see Exhibit 4). Configuration services also include but are not limited to entering codes and other "look-up" information, setting up commonly used form letters, and preparing a "starter set" of reports.

6.3.4 Data Conversion Services: The Vendor shall convert data from the existing CLAIMS system into the Risk Management Information Systems.

6.4 Training: The Vendor shall train eight end users and three system administrators. Training shall take place at a City facility.

Training Type	# Persons	Total Cost
End User (2 days)	10	$1500.00
System Administrator (1/2 day)	3	$ 500.00

7. **City Responsibilities:** In order for the Vendor to meet the Project Completion Date, the City shall furnish information requested by the Vendor, and shall review and approve deliverables within five business days or as agreed to during Project Planning. The City shall also provide the Vendor with access to equipment, work areas, and facilities, consistent with the City's normal business practices, at no charge, as in the reasonable opinions of the City and the Vendor are necessary to enable the Vendor to perform the services hereunder.

8. **Additional Products and Services:** The City may request additional products and services, beyond those authorized in Section 6 of this Agreement. The request must be in writing. The Vendor will evaluate such request and provide a written cost estimate of the maximum obligation of the City based on the prices set forth below. An agreement must be reached before any obligation incurred and a written work order must be executed by the City before additional products are delivered, additional services are performed, and payments are made. During the term of the Agreement, additional software licenses and services may be purchased as follows:

Additional Software Licenses and Annual Maintenance		
RiskEnvision User License	1 to 17 total licenses granted	$1,000.00 per license
	18 to 42 total licenses granted	$ 900.00 per license
	43 and over total licenses granted	$ 750.00 per license
	Annual Maintenance	20% of license fee
WebEnvision	Unlimited Users	$5,250.00 per license
	Annual Maintenance	20% of license fee

Additional Services	
Professional Services	$ 125.00 per hour
End User Training	$1500 per class on-site; $ 1000 per class off-site
System Administrator Training	$ 500 per class on-site; $ 500 per class off-site

The prices for services shall be firm for the first two years of the Agreement. The Vendor may increase prices for Agreement years three, four and five at a maximum escalation rate not to exceed 5% annually.

9. **Performance Warranty:** Commencing on the date that the City issues its Final Acceptance, and extending for a period of one (1) year, the Vendor warrants that the Software furnished hereunder shall be free from programming errors, shall be free from defects in workmanship and materials, and shall operate in conformity with the performance capabilities, specifications, functions and other descriptions and standards applicable thereto and as set forth in this Agreement including but not limited to the City's RFP; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services and Software shall conform to the standards generally observed in the industry for similar services and Software. If the Vendor is not the original Software manufacturer, the Vendor shall obtain in writing the manufacturer's consent to pass through all Software warranties for the City's benefit. During this warranty period, the Vendor shall replace or repair any defect appearing in the Software, or deficiency in service provided at no additional cost to the City.

10. **Warranty against Planned Obsolescence:** The Vendor warrants that the Software acquired by the City under this Agreement is of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Vendor as a replacement for any of the Software products provided to the City under this Agreement and would result in reduced support for the Software.

    The Vendor further warrants that, in the event that a major change in software occurs that radically alters the source code of the Software and makes the current source code obsolete within three (3) years after full execution of this Agreement, and if the City continues its annual maintenance agreement with the Vendor, the Vendor shall provide the City with replacement software that continues the full functionality of the Risk Management Information System Software, at no extra cost to the City.

11. **No Surreptitious Code Warranty:** The Vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Agreement as the "No Surreptitious Code Warranty."

    As used in this Agreement, "Self-help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term "Self-help Code" does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

    As used in this Agreement, "Unauthorized Code" means any "virus," "Trojan horse," "worm" or other Software routines designed to permit unauthorized access to disable, erase, or otherwise harm Software or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

    The Vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

12. **Title Warranty and Warranty against Infringement:** The Vendor warrants and represents that the Software provided under this Agreement is the sole and exclusive property of the Vendor or that the Vendor is authorized to provide full use of the Software to the City as provided herein. The Vendor warrants that it has full power and authority to grant the rights granted by this Agreement to the City without the consent of any other person or entity.

In the event of any claim by a third party against the City asserting a patent, copyright, trade or secret, or proprietary right violation involving the Software acquired by the City hereunder or any portion thereof, Vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that Vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City's full use of either the Software or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Vendor shall, at the City's option and at Vendor's expense:

(1) procure for the City the right to continue full use of the Software; or

(2) replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the Software conforms with applicable specifications); or

(3) if the Software was purchased and the actions described in item (1) or (2) of Section 12, are not practicable, re-purchase the Software from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or

(4) if the Software was leased, licensed, or rented, and the actions described in item (1), (2), or (3) of this Section 12 are not practicable, remove such Software from the City's site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other agreement. In no event shall the City be liable to Vendor for any lease, rental, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the Software because of such actual or claimed infringement. In the event removal or replacement of the Software is required pursuant to this paragraph, Vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the Software as is reasonably possible.

No settlement that prevents the City from continuing to use the Software or Software documentation as provided in this Agreement shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this Section shall survive the expiration or earlier termination of this Agreement.

13. **No Liens:** The Vendor warrants that the Software is the sole and exclusive property of the Vendor and that the Vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software without interruption by Vendor or any other person making a claim under or through the Vendor or by right of paramount title.

14. **Services Warranty:** The Vendor warrants that, in performing the services under the Maintenance Agreement appended as Exhibit 2, the Vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements, which appear in this Agreement and in the Vendor's response to the City's RFP.

15. **Merchantability and Fitness Warranty:** Vendor represents and warrants that the Software and Software Documentation will be merchantable and will be fit for the particular purposes established in the City's RFP and the Vendor's response to the City's RFP.

16. **Most Favored Customer:** The Vendor warrants that the price or charges for Software and services acquired by the City during the term of this Agreement shall be equal to or less than the prices or charges given to any other customer for the same Software or service.

17. **Key Persons:** The following individuals shall be considered Key Persons for the performance of this Agreement:

For the City: Vicki Childs, Director
Business Technology Division
Department of Executive Services
PO Box 94669
700 5th AVE #4350
Seattle, WA 98124-94669
Ph: 206-684-0637
FX: 206-386-1300
EM: Vicki.childs@seattle.gov

For the Vendor: Mike Hassett, Director of Implementation
Envision Technology Solutions, LLC
6985 S. Union Park Center #595
Midvale, UT 84014
PH: 801-568-1818
FX: 801-568-5179
EM: mikeh@envision-ts.com

18. **Non-Discrimination and Equal Employment Opportunity:** During the performance of this Agreement, the Vendor agrees as follows:

The Vendor will 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. The Vendor will 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 the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Vendor will, prior to commencement and during the term of this contract, furnish to the Director of Executive Administration (as used herein "Director" means the Director of Executive Administration or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Vendor in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

If upon investigation the Director finds probable cause to believe that the Vendor has failed to comply with any of the terms of these provisions, the Vendor and the contracting authority shall be so notified in writing. The contracting authority shall give the Vendor an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the Vendor, pending compliance by the Vendor with the terms of these provisions.

Failure to comply with any of the terms of these provisions shall be a material breach of this contract.

The foregoing provisions will be inserted in all subcontracts for work covered by this contract.

19. **Non-Discrimination in Contracting:**

19.1 City utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this Agreement. No minimum level of WMBE subcontract participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder for its WMBE utilization or WMBE status. Any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the RFP will continue to apply.

19.2 The City encourages the Vendor to employ a workforce reflective of the region's diversity.

19.3 Discrimination: The Vendor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Vendor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

19.4 Record-Keeping: The Vendor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Agreement, relevant records and information necessary to document the Vendor's utilization of WMBEs and other businesses as subcontractors and suppliers in this Agreement and in its overall public and private business activities. The Vendor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Vendor by all businesses seeking to participate as subcontractors or suppliers in the Agreement. The City shall have the right to inspect and copy such records. If this Agreement involves federal funds, the Vendor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the Agreement.

19.5 Affirmative Efforts to Utilize WMBEs: The City encourages the utilization of Minority Business Enterprises and Women Business Enterprises in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

♦ Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.

♦ Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.

♦ Establishing delivery schedules, where the requirements of the contract permit, that encourage participation by WMBEs.

♦ Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

♦ Utilizing the services of available minority community organizations, minority Vendor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

19.6 Sanctions for Violation - Any violation of the mandatory requirements of this WMBE Utilization provision shall be a material breach of contract for which the Vendor may be subject to damages and sanctions provided for by contract and by applicable law.

20. **Non-Discrimination in Benefits:**

20.1 Compliance with SMC Ch. 20.45: The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At the City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material beach of this Agreement.

20.2 Remedies for Violations of SMC Ch. 20.45: Any violation of Section 18.1 of this Agreement shall be a material breach of the Agreement for which the City may:

- Require the Vendor to pay liquidated damages in the amount of five hundred dollars ($500.00 USD) per day for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Agreement; or
- In the event the Vendor willfully refuses or repeatedly fails to comply with the requirements of SMC Ch. 20.45, terminate the Agreement; or
- Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

21. **Publicity:** The Vendor shall not advertise or publish the fact that the City has contracted to purchase items from the Vendor without the City's prior written approval.

22. **Proprietary and Confidential Information:** The Vendor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Vendor, by submission of materials marked proprietary and confidential, acknowledges and agrees that the City will have no obligation or any liability to the Vendor in the event that the City must disclose these materials.

The Vendor also acknowledges that in the course of performance of this Agreement, the Vendor may have access to confidential information relating to the City's business. The Vendor agrees to use such information only for the purpose of this Agreement, and not to otherwise use, copy, disclose or disseminate such information without the prior written consent of the City. The provisions in this Section shall survive the termination of this Agreement and are applicable to the Vendor, its parents, subsidiaries, affiliates, related entities and assigns.

23. **Indemnification:** The Vendor hereby agrees to indemnify, save harmless and defend the City from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of the Vendor, its agents, and employees in performing the work required by this Contract, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligent acts, errors or omissions of the Vendor, its authorized agents, or employees. The Vendor further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

24. **Insurance**

24.1 The Vendor shall at all times during the term of this Agreement maintain at its own expense and on file with the City's Purchasing Services Division evidence of insurance coverage as described below:

24.1.1 Commercial General Liability insurance, including Premises/Operations; Products/Completed Operations; Personal/Advertising Injury; Contractual Liability; Independent Contractor's Liability; Stop Gap/Employers Contingent Liability; and, Fire Damage Legal Liability coverage. Minimum limits of liability shall be:

$1,000,000 combined single limit each occurrence bodily injury and property damage
$1,000,000 each offense Personal/Advertising Injury
$ 500,000 each accident and each employee and policy limit as respects disease
$1,000,000 fire legal liability
$2,000,000 general aggregate

24.1.2 Specialty Errors & Omissions Liability with minimum limits of liability shall be $1,000,000 each occurrence.

24.1.3 Business Automobile liability coverage for owned, non-owned, leased and hired vehicles. Minimum limits of liability shall be $1,000,000 combined single limit each occurrence bodily injury and property damage.

24.1.4 Workers' Compensation insurance in the state of Washington in accordance with the provisions of Title 51 of the Revised Code of Washington.

24.2 Any deductible or self-insured retention in excess of $25,000 must be disclosed and is subject to approval by the City, and the cost of any claim payments falling within the deductible shall be the responsibility of Vendor.

24.3 Insurance required under Subsections 24.1.1 (Commercial General Liability insurance and 24.1.3 (Business Commercial Automobile Liability insurance) shall be endorsed so as to include the City as an additional insured for primary and noncontributory limits with any insurance and/or self insurance the City may carry and subject to separation of insureds/severability of interests.

24.4 Insurance required under Subsection 24.1:

24.4.1 Shall not be subject to cancellation unless notice is actually mailed or delivered to the City not less than 45 days prior to the effective date of cancellation (except 10 days as respects non-payment of premium and 30 days with respects to surplus lines insurers subject to RCW 48.15).

24.4.2 Except as respects insurance required under Subsection 24.1.4 (Workers Compensation Insurance), shall be placed with insurers licensed to do business in the State of Washington with an A.M. Best's rating of not less than A-; VII or filed as surplus line by a Washington surplus line broker in accordance with RCW 48.

24.5 Evidence of insurance: The following documents must be provided as evidence of insurance and approved by the City:

24.5.1 A copy of the policy's declarations pages, showing the Insuring Vendor, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

24.5.2 A copy of the endorsements providing coverage for the City of Seattle as an additional insured for Commercial General Liability insurance showing the policy number, and signed by an authorized representative of the insurance company on ISO Form CG 20 10 or equivalent endorsement or blanket additional insured policy wording.

24.5.3 A copy of the endorsement or policy wording providing notice of cancellation to the City in accordance with subparagraph 24.4.1.

25. Compliance with Law

25.1 General Requirement: The Vendor, 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 administrative agencies and the officers thereof.

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

25.3 Taxes: The Vendor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Agreement.

25.4 Use of Recycled Content Paper: The Vendor shall, whenever practicable, use recycled content paper on all documents submitted to the City.

25.5 Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Vendor is providing services, programs, or activities to City employees or members of the public as part of this Agreement, the Vendor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

26. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Vendor Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

26. **Independent Status of Vendor:** Both parties hereto, in the performance of the Agreement will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Vendor's employees and agents shall work under the direction and control of the Vendor.

27. **Assignment:** Vendor shall not assign any right or interest nor delegate any obligation owed without the written consent of the City, except Vendor may assign the proceeds of this Agreement for the benefit of creditors upon 21 days advance written notice to the City, at Vendor Relations Unit, 700 – 5th AVE, #4112, PO Box 94687, Seattle, WA 98124-4687.

28. **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

29. **Executory Agreement:** This Agreement will not be considered valid until signed by both parties.

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

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

32. **Remedies Cumulative:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

33. **Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

34. **Captions:** The titles of any part of this Agreement sections are for convenience only and do not define or limit the contents.

35. **Invalidity of Particular Provisions:** A judicial determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.

36. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver or any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. The payment of compensation to the Vendor shall not be deemed a waiver of any right or the acceptance of defective performance.

37. **Termination**

37.1 For Cause: Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

37.2 For Reasons Beyond Control of Parties: Except for circumstances described in Section 35, either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

37.3 For City Convenience: The City may terminate this Agreement for any reason, including, but not limited to, for its convenience, at any time by giving notice thereof, in writing and not less than five (5) days prior to the effective date of termination, to the Vendor specifying the effective termination date. If this Agreement is terminated by the City pursuant to this subsection, the Vendor will be paid an amount equal to goods and services incurred as of the date of termination.

The Vendor agrees that the payment provided in this Subsection shall fully and adequately compensate the Vendor and all subcontractors for all profits, costs, expenses, losses, liabilities, damage, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

37.4 Notice. Notice of termination pursuant to Subsections 37.1 and 37.2 above, hereof shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

38. Addresses for Notices: All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to City:
Ann Kelson, Principal Buyer
Seattle Purchasing Services Division
700 5th AVE #4112
PO Box 94687
Seattle, WA 98124-4687
Ph: 206-684-0539
Fx: 206-233-5155
Em: ann.kelson@seattle.gov

If to the Vendor:
Scott Harper, COO
Envision Technology Solutions, LLC
6985 S. Union Park Center #595
Midvale, UT 84014
Ph: 801-568-1818
Fx: 801-568-5179
Em: mikeh@envision-ts.com

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

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

IN WITNESS WHEREOF, the City and the Vendor have caused this Agreement to be executed.

ENVISION TECHNOLOGY SOLUTIONS

By: _____

Title: COO

Date: 7/29/04

Seattle Business License Number:

_____

THE CITY OF SEATTLE

By: _____

Title Director of Executive Administration

Date: 8/4/04

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) – Risk Envision

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA)

THIS AGREEMENT made between Envision Technology Solutions, Inc., 10639 Welch Road, Orient, Ohio 43146, hereinafter called "ENVISION", and

City of Seattle with offices in Seattle, WA hereinafter called "LICENSEE".

WHEREAS, LICENSEE has licensed from ENVISION the software described in the RiskEnvision Software License Agreement (the "SOFTWARE"),

IT IS AGREED between the parties as follows:

1. ENVISION will supply the following services to LICENSEE during the three year term of this Agreement, solely with respect to the SOFTWARE which is the subject of this Agreement, and only so long as LICENSEE is current with payment of the annual maintenance fees ("Maintenance Fees").

a Correction of any non-conformance of the SOFTWARE to the Documentation (as defined in the LICENSE). Correction of errors in the SOFTWARE resulting from changes made to the SOFTWARE by LICENSEE or its EMPLOYEES will be corrected by ENVISION at ENVISION's discretion, and LICENSEE agrees to pay ENVISION, for ENVISION's time to analyze and make such corrections at its then-prevailing hourly rates.

b Up to ten hours per month of telephone support and assistance for questions relating to the SOFTWARE. This time is non-cumulative, and unused hours will not be credited to LICENSEE in future months. Such support and assistance will be provided during ENVISION's regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Standard Time excluding certain holidays published annually by ENVISION, and provided to LICENSEE.

c Provision of upgrades, if any, to the SOFTWARE as they become available in the form of new releases, which are distributed at ENVISION's sole discretion. All Upgrades will become part of the SOFTWARE to be supported under this Agreement. Additional work as may be necessary to incorporate customizations into such new releases will be at additional cost to LICENSEE at ENVISION's then- prevailing rate schedule.

d Installation of any upgrade or revision to the database management system and reasonable instruction on how to use such upgrades or revisions. This does not include any changes to the SOFTWARE required by a revision to the operating system or database management system if such revision is not upward compatible.

e This Agreement covers only the SOFTWARE and does not extend to the maintenance or support of any third party software, computer hardware, computer peripheral hardware, local area network, database management system, or computer operating system, training via internet, on-site training, custom programming, additional field creation, custom report development, word processing, moving or relocating software progress or printers, and verification or correction of errors that result from data entry or procedural errors,. Project management, consultation and other related activities are not within the scope of this Agreement

ENVISION will perform these services by means of a telecommunication connection to the LICENSEE software operating environment, upgrade magnetic media, or when necessary, at the discretion of ENVISION, by a visit to the LICENSEE Site.

2 ENVISION agrees to provide the services in this Agreement in a good and workmanlike manner and shall respond to requests in a prompt, commercially reasonable manner, except for work required as a result of changes made to the SOFTWARE by LICENSEE or its EMPLOYEES where ENVISION will provide services to correct such defects on an as-available basis. ENVISION standard support hours are Monday to Friday from 9:00 AM to 5:00 PM Eastern Standard Time excluding certain holidays published annually by ENVISION, and provided to LICENSEE.

Without limiting the generality of the foregoing, ENVISION agrees that it will respond to calls from LICENSEE for assistance and support under this Agreement, during ENVISION standard support hours within the following timeframes of ENVISION receipt of LICENSEE's call for assistance.: (I) for "priority 1" (defined to involve a situation where LICENSEE experiences a full system failure caused by a Defect as defined in the LICENSE), within two business hours or less, and (II) for "priority 2" (defined to involve a situation where LICENSEE experiences a partial system failure caused by a Defect which hinders LICENSEE's ability to perform critical processing), within four business hours or less. ENVISION

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) – Risk Envision

acknowledges that a report of a priority1 or a priority 2 Defect requires prompt attention and the exertion of diligent efforts aimed at restoring LICENSEE's ability to operate the SOFTWARE as promptly as reasonably practicable. Towards this end, ENVISION will use diligent efforts to resolve all priority 1 and priority 2 Defects by the provision of a code correction, avoidance procedure, or other resolution in a timeframe, which is timely in the information technology industry for the resolution of such priority1 or priority 2 Defect.

3 LICENSEE agrees to pay ENVISION the following:

The following Maintenance Fees for services to be rendered during the annual agreement period:

a. The Annual Maintenance Fee, as set forth in Schedule A., shall be invoiced seventy-five (75) days prior to the last day of the current year and payable on or before the last business day of the current year in accordance with the following schedule:

1) Two percent discount (2%) on the annual renewal fee if paid by the last business day of the year of the invoice date.

2) Full annual fee is due if paid between the first business day of January of the renewal year and the last business day of February of the renewal year.

3) Full annual fee plus a Service Fee calculated as one and a half percent (1.5%) per month of the balance due, or, if less, the highest rate allowed by applicable law on any balances due the first day of March of the renewal year.

b. Any additional Maintenance Fees for support of subsequent software customizations developed and installed by ENVISION after the commencement date of this agreement. Such Maintenance Fees shall not be incurred without the prior written or verbal approval of LICENSEE, and shall be invoiced on the last business day of the month following the installation of these subsequent software customizations.

c. Other Expenses:

1) Any reasonable expenses incurred by ENVISION on LICENSEE's business, including, but not limited to travel, lodging and subsistence, media costs, and work requested by LICENSEE to be performed outside of the items described in paragraph 1. Any reasonable out-of-pocket expenses as noted herein must be approved in advance by LICENSEE.

2) Any authorized consulting, technical analysis or programming work authorized by LICENSEE will be invoiced monthly at ENVISION's then prevailing rate schedule.

4 The amounts in Paragraph 3 shall be included in the monthly invoice from ENVISION to LICENSEE and shall be due and payable to ENVISION within 30 days after they are invoiced. If any such amounts are not paid within 30 days, ENVISION will charge a Service Fee calculated as one and one-half percent (1.5%) per month of the balance due, or, if less, the highest rate allowed by applicable law.

ENVISION's charges to LICENSEE, as defined in section 3 shall include local, state, commonwealth, or federal sales, use, excise, personal property or other similar taxes or duties. Any taxes, not collected by ENVISION, except taxes in the nature of income taxes to ENVISION, shall be the obligation of and paid for by LICENSEE as they become due, with proof of payment to ENVISION if requested by ENVISION.

5 LICENSEE shall provide the following resources for ENVISION's use and fulfillment of this Agreement:

a. One designated qualified LICENSEE staff member assigned to work with ENVISION's representatives on the operation of the system with appropriate authority to make binding decisions for LICENSEE. LICENSEE understands that ENVISION will rely upon the staff member having such authority.

b. The availability of LICENSEE's personnel upon the request of ENVISION to answer questions and advise ENVISION on LICENSEE's facilities, operations and requirements.

c. Telecommunication devices, approved by ENVISION and available for use by ENVISION 24 hours a day, seven days a week.

d. Voice grade telephone lines to be connected exclusively to the above telecommunication devices which are connected exclusively to the COMPUTER SYSTEM and LICENSEE's Local Area Network for ENVISION's exclusive use.

e. Communications software approved by ENVISION, to enable data and software to be transferred between ENVISIONS's hardware, and LICENSEE's' COMPUTER SYSTEM and Local Area Network.

6 The term of this Agreement shall commence on January 01, 2007 and shall remain in force initially for three years from this date unless terminated earlier as provided in this Agreement. This Agreement shall automatically be extended for successive three-year periods unless LICENSEE gives written notice to ENVISION of its intention not to renew the Agreement at least sixty (60) days prior to expiration.

In no event will the Annual Maintenance fee increase during the three year agreement period.

The Annual Maintenance fee for a renewed three year Technical Services and Support agreement in no

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) -- Risk Envision

event will increase by more than 15 % over the prior three year agreement fee.

7 This Agreement may be terminated by ENVISION at the end of any agreement period, but ENVISION must notify LICENSEE in writing of such termination at least ninety (90) days prior to any such three-year period. This Agreement may also be terminated immediately by ENVISION should LICENSEE fail to pay ENVISION monies due ENVISION within ninety (90) days of the date of payment due shown on the invoice, or should LICENSEE breach this Agreement or the Software License Agreement in any material manner.

8 ENVISION shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, act of God or public enemy, or, civil disservice, act of government, de jure or de facto, or agency or official thereof, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or a subcontractor, quarantine, restrictions, epidemic or catastrophe, lack of timely instructions or essential information from LICENSEE, failure of LICENSEE's hardware, or LICENSEE's software not covered by this Agreement, failure of LICENSEE to comply with all of its obligations pursuant to this Agreement, or otherwise arising out of causes beyond control of ENVISION. ENVISION shall not at any time be liable for any incidental or special consequential damages of any kind.

THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS WITHIN AGREEMENT ARE SOLE AND EXCLUSIVE AND IN LIEU OF, AND LICENSEE HEREBY WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED AS TO PERFORMANCE AT THE TIME OF DELIVERY OR FUTURE PERFORMANCE, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM THE USAGES OF TRADE, COURSES OF DEALING, OR COURSES OF PERFORMANCE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ENVISION SHALL HAVE NO RESPONSIBILITY FOR THE ABILITY OR INABILITY OF LICENSEE TO USE THE SOFTWARE OR ANY SOFTWARE DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS WITHIN AGREEMENT THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE FOR BREACH OF THE REPRESENTATIONS AND WARRANTIES OF ENVISION WHETHER EXPRESS OR IMPLIED SET FORTH IN THIS PARAGRAPH 9 SHALL BE TO TERMINATE THIS AGREEMENT. ENVISION SHALL HAVE NO OTHER LIABILITY TO LICENSEE OR TO ANY OTHER PARTY BY REASON OF ENVISION's BREACH OF SAID REPRESENTATIONS AND WARRANTIES OR BY REASON OF ANY OTHER CLAIMS AGAINST ENVISION ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. UNDER NO CIRCUMSTANCES SHALL ENVISION BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ENVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

9 LICENSEE represents to have read this Agreement together with Schedule A, Schedule B, attached hereto and which are incorporated herein by reference, and is in agreement with the terms and conditions herein. LICENSEE agrees that this Agreement constitutes the entire and final agreement of the parties with respect to its subject matter and supersedes any and all prior negotiations and agreements, whether written or oral, of the parties with respect to such subject matter. Neither LICENSEE nor ENVISION shall be bound by any oral agreement or representation. This Agreement shall be subject to modification only by a written agreement executed by both parties. No waiver of any provision of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The plural shall include the singular whenever used. This Agreement shall be governed by and the performance thereof shall be construed in accordance with the laws of the State of Ohio. Both parties submit to jurisdiction of a competent court within the State of Ohio.

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) – Risk Envision

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the dates indicated below.

SIGNATURES

Client Name City of Seattle
("LICENSEE")

By: _____
(Authorized Representative)

Name: Gina Hori

Title: Director of Risk Management

Date: 10/8/07

Envision Technology Solutions, Inc. ("ENVISION")

By: _____
(Authorized Representative)

Name: Robert C Seese

Title: President

Date: 10/12/07

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) – Risk Envision

SCHEDULE A

PAYMENT SCHEDULE

TSSA: $ 7,510.00 Annual Maintenance Fee

SIGNATURES

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the dates indicated below:

Client Name (LICENSEE) City of Seattle

By : _____
(Authorized Representative)

Name : Bruce Harrell

Title : Director of Risk Management

Date : 10/8/07

Envision Technology Solutions, Inc. ("ENVISION")

By : _____
(Authorized Representative)

Name : Robert C. Seese

Title : President

Date : 10/12/07

TECHNICAL SERVICES AND SUPPORT AGREEMENT (TSSA) – Risk Envision

SCHEDULE B

Proprietary and Confidential Information

"ENVISION" acknowledges that in the course of performance of this Agreement, "ENVISION" may have access to confidential information relating to the City's business. "ENVISION" agrees to use such information only for the purpose of this Agreement, and not to otherwise use, copy, disclose or disseminate such information without the prior written consent of the City. The provisions in this section shall survive the termination of this Agreement and are applicable to " ENVISION", its parents, subsidiaries, affiliates, related entities and assigns.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the dates indicated below:

Client Name City of Santa
(LICENSEE)

By : _____
(Authorized Representative)

Name : Bruce Hall

Title : Director of Risk Management

Date : 10/8/07

Envision Technology Solutions, Inc. ("ENVISION")

By : _____
(Authorized Representative)

Name : Robert C Seese

Title : President

Date : 10/12/07