

RESOLUTION NO. 1823

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EDEN SYSTEMS, INC. FOR THE PURCHASE AND IMPLEMENTATION OF FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO SIGN THE LICENSE AGREEMENT FOR FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE; AND AUTHORIZE THE PURCHASE OF COMPUTER HARDWARE AND EQUIPMENT TO SUPPORT SOFTWARE SYSTEMS.

WHEREAS, in its budget for fiscal year 2002-03 the City approved an appropriation of \$520,000 for the purchase and implementation of an integrated financial and community development software solution, which such purchase and implementation hereinafter collectively shall be referred to as "the Project"; and

WHEREAS, pursuant to WC Section 2.314(11)(a) the City's Finance Director is authorized to act as the City's Contract Officer for this type of contract; and

WHEREAS, in compliance with the City's public contracting provisions in WC Chapter 2.314 and the Model Attorney General's Public Contracting Rules in this area, City staff issued a request for proposals (RFP) on June 12, 2002 which was duly advertised in the Daily Journal of Commerce, a newspaper of general circulation, on June 12, 2002, and also in the Oregonian, a newspaper of general circulation, on June 12, 2002; and

WHEREAS, a pre-proposal conference was held for interested vendors on June 27, 2002; and

WHEREAS, eleven (11) proposals were received on July 26, 2002, prior to 4:30 p.m., local time, at the Wilsonville City Hall, 30000 SW Town Center Loop E, Wilsonville, Oregon. Proposals were opened and reviewed initially for compliance with requirements as stated in the RFP. Each of the proposals was reviewed by the project team against stated criteria and ranked accordingly; and

WHEREAS, pursuant to Wilsonville Code Section 2.314(12) competitive proposals were formally secured; and

WHEREAS, after proposals were secured formally, staff reviewed submitted proposals against a stated set of criteria and selected two semi-finalists to perform on-site demonstrations,

followed by site visits and references, and subsequently determined that Eden Systems, Inc. be the finalist; and

WHEREAS, staff subsequently negotiated with Eden Systems, Inc. a contract consistent with the competitive proposal process for a contract price of \$476,000 as set forth in Exhibit A; and

WHEREAS, there is a need to purchase computer equipment to support the financial and community development software systems in the amount of \$87,000; and

WHEREAS, the City of Wilsonville desires to execute a Contract Agreement in a timely manner.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council acting as the Local Contract Review Board finds and concludes:
 - a. The recital of findings above is incorporated by reference herein.
 - b. The proposal of \$476,000 by Eden Systems, Inc. is deemed responsive. Eden Systems, Inc. is a responsive and responsible proposer and is found to be the most qualified for the work.
2. Subject to the final review and approval of the Finance Director and in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and WC 2.314, Contracts with the City, and the Attorney General's Model Rules which the City has adopted as its contracting rules, the City Council acting as the Contract Review Board hereby awards the contract for the Project to Eden Systems, Inc. in the amount of \$476,000.
3. Subject to final completion of all requirements specified in the contract documents and any supplementary changes, the Finance Director is authorized to certify the Project complete and make final payment including release of retainage.
4. The Finance Director is authorized to approve change orders to this contract so long as total project costs do not exceed the budgeted amounts.

5. Authorize the expenditure of project funds in an amount not to exceed:

ACCOUNT	AMOUNT
110-41510-3411 (Capital Outlay, Computer Software)	\$345,000
110-42410-3411 (Capital Outlay, Computer Software)	\$156,000
110-41516-3410 (Capital Outlay, Computer Hardware)	<u>\$87,000</u>
Total Appropriation	\$588,000

6. A supplemental budget adjustment will be made in FY 2002-03 from General Fund contingency set-asides in the amount of \$50,000, and from water, wastewater and storm water utility funds (ratio of 40/40/20) in the amount of \$37,000.
7. This resolution shall be effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of March, 2003, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

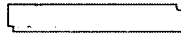
Mayor Lehan Yes
Councilor Helser Yes
Councilor Scott-Tabb Yes
Councilor Kirk Yes
Councilor Holt Yes



Eden Systems Incorporated Software License and Use Agreement

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the State of Washington and having its principal offices at 507 Industry Drive; Tukwila, Washington 98188, and the **City of Wilsonville**, (hereinafter "Licensee"), a government organization having its principal offices at 30000 SW Town Center Loop E, Wilsonville, OR, 97070.

Licensor desires to grant to Licensee, and Licensee desires to acquire from Licensor a non-exclusive right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:



SECTION 1 - DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

- 1.1 "Licensed Program."** The computer program specifically identified within the Exhibits herein as applications within the *InForum Gold* product line, including object code, source code, as well as related procedural code, and documentation of any type which describes it.
- 1.2 "Licensed Documentation."** The system and other documentation made available by Licensor, for the Licensed Program as well as the Licensor's response to the Licensee's RFP, incorporated here by reference as if fully contained herein.
- 1.3 "Enhancements."** Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 "Error."** Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur. Additionally, an "Error" may be any processing problem that results from incorrect, inadequate, or incomplete implementation services as contracted herein and provided by the Licensor.
- 1.5 "Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program or Licensed Documentation, establishes material conformity of the Licensed Program to the Licensed Documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity. An Error Correction may also include any correction of the implementation services (e.g., configuration, training, conversion, etc.) "Error" that alleviates the associated processing problem.
- 1.6 "Maintenance Modifications."** Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.
- 1.7 "Specifications."** The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in Licensed Documentation.
- 1.8 "Proprietary Information."** Unpublished "know-how" and "trade secrets" which shall include, without limitation, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.
- 1.9 "Normal Working Hours."** The hours between 5AM and 5PM (Pacific Time), on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.

1.10 **"Releases."** New versions of the Licensed Program, as specified by Licensor, which new versions may be prompted by Error Corrections and/or Enhancements.

1.11 **"Acceptance."** Acceptance shall be provided on a product by product (i.e. module by module) basis only upon the Licensee's completion of system compliance testing for that product with converted data and in accordance with the Licensee's test plan.

1.12 **"Support Agreement Term."** A fiscal year, commencing on January 1 and ending on December 31, during which support and services are provided subject to the terms and conditions set forth in Section 9, *Software Support*.

SECTION 2 - GRANT OF LICENSE

2.1 Scope of License. Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities, for up to the number of concurrent users specified in this Agreement in Exhibit A, for the sole and express purpose of supporting the internal business activities of Licensee; and
- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program.

2.2 Delivery of Materials. Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.

2.3 Minimum Hardware and Software Requirements. Licensee acknowledges that in order to place the Licensed Program(s) in regular operation, Licensee's computers must meet or exceed the minimum published hardware, software and communication requirements for the Licensed Program. Licensee agrees such requirements are subject to change, and that future versions of the Licensed Program may have different hardware and software requirements than those presently in effect. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

2.4 Necessity for Third-party Software. Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software, not provided by Licensor, for regular operation. The acquisition of necessary licenses and support for this software shall be the sole responsibility of Licensee. Licensor has identified the specifications for this third-party software in Exhibit C. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified, however any changes in the required Third-party Software will be communicated to the Licensee as a part of the Licensor's Software Support services.

2.5 Assignment of Rights in Licensee Maintenance Modifications and Enhancements. All right, title, and interest in all Maintenance Modifications and Enhancements developed by Licensee during the term of this Agreement remains with Licensor. Licensee agrees that such Maintenance Modifications and Enhancements shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor.

2.6 Availability of Licensor Enhancements. Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program according to the terms under Section 9.1.b.

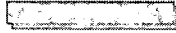
2.7 Licensee Notification and Delivery of Materials. Licensee shall notify and deliver to Licensor one copy of any Maintenance Modifications and Enhancements developed by Licensee within a reasonable period after development.

SECTION 3 - TITLE TO MATERIALS

3.1 Title to Licensed Program and Licensed Documentation. All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed

Documentation as set forth here which right of use is not coupled with an est and is revocable in accordance with the terms of this Agreement.

3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, And Distribution. All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with the Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.



SECTION 4 - FEES AND PAYMENTS

4.1 License Fee. In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as well as other associated costs as further defined in Exhibit A, attached hereto.

4.2 Software Support. Software Support is subject to the terms and conditions of Section 9, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

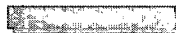
4.3 Per Diem. Charges for meals and incidental expenses associated with the delivery of the Licensed Program will be charged on a per diem basis. The rate for such per diem shall be the maximum meals and incidental expenses allowed for Licensee's locality as specified in 41 CFR Section 301 Appendix A of the code of Federal Regulations.

4.4 Other Costs. Other costs, including but not limited to air coach/train/taxi fare, parking, freight costs, reproduction charges, and other incidental expenses incurred by Licensor on account of this Agreement, shall be billed to the Licensee.

4.5 Administrative Fee. Licensor shall have the right to charge Licensee a monthly administrative fee of 1% or \$5.00 (whichever is greater) for all undisputed invoices which are over 30 days past due.

4.6 Payment. Payment for all fixed fees and charges shall be in accordance with the payment schedule set forth in Exhibit B – Billing/Payment Schedule. Payment for all estimated fees and charges shall be in accordance with the terms and conditions set forth in Exhibits D - Services and E – Committed Modifications.

4.7 Taxes. The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts associated with the Licensee's use of the Licensed Program(s) upon request of Licensor accompanied by evidence of imposition of such taxes.



SECTION 5 - PROPRIETARY PROTECTION OF MATERIALS

5.1 Acknowledgment of Proprietary Materials; Limitations on Use. Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement. In the event of a public records request for the Licensed Program and Licensed Documentation, Licensee shall promptly provide a copy of such request to Licensor so that it has at least seven business days from Licensor's receipt of such copy in which to seek an order restraining the Licensee from disclosing the Licensed Program and Documentation pursuant to such public records request. Additionally or separately, within such seven day time frame, Licensor may invoke any privilege claims under the Oregon Public Records Law Licensor may have and Licensee shall not disclose any such records until otherwise direct to do so by a lawfully constitutional authority. If Licensor does not obtain a restraining order and/or invoke a privilege claim as mentioned above within such period of time, Licensee may disclose the Licensed Program and Licensed Documentation pursuant to such public request as Licensee deems appropriate.

5.2 Secure Handling. Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

5.3 Proprietary Legends. Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor.

5.4 Reproduction of Licensed Documentation. Licensee may reproduce the Licensed Documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

5.5 Injunctive Relief. Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate. In the event of such a violation of this Agreement, Licensor shall be entitled, upon application to a court of competent jurisdiction, to a temporary restraining order or preliminary injunction, to restrain and enjoin Licensee from such violation, without prejudice to any other remedies available to Licensor.

5.6 Technical Protections. Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

5.7 Survival of Terms. The provisions of Sections 5.1 through 5.6 shall survive termination of this Agreement for any reason.



SECTION 6 - LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

6.1 Limited Warranty Against Infringement. Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

6.2 Limited Warranty of Conformity. Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of Licensee), but only if Licensee maintains uninterrupted Software Support as described in Section 9. Licensor assumes no responsibility for obsolescence of the Licensed Program or for lack of conformity occurring from Licensee's failure to update the Licensed Program with distributed Enhancements, Maintenance Modifications, or Error Corrections. Furthermore, the Licensor warrants that the services provided hereunder shall not contain any Errors and shall be consistent with industry standards.

6.3 Exclusive Remedy. As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program or services for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications or Error Correction with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program, configuration or conversion resulting from any (1) modification of the Licensed Program by Licensee, or (2) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

6.4 Disclaimer. Except as specifically set forth herein, Licensor makes no warranties, whether expressed or implied, regarding or relating to the Licensed Program or Licensed Documentation or to any other materials furnished or provided to Licensee hereunder. Licensor specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to said materials of the use thereof.

6.5 Limitation of Liability. Except with respect to liability arising from claims of infringement of third-party rights in the United States in copyright, trade secret, or patent, in no event shall Licensor be liable under any claim, demand, or action arising out of or relating to its performance or lack thereof under this Agreement for any special, indirect, exemplary, or consequential damages, whether or not Licensor has been advised of the possibility of such claim, demand, or action. Any claims relating to or arising from the Licensor's performance or lack thereof shall not exceed the total amount paid to the Licensor by the Licensee at that time.

6.6 Licensee Indemnification. Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss or action (1) resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2) alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

6.7 Licensor Indemnification. Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

6.8 New Platform Protection. As long as Licensee maintains a continuous software support agreement with Licensor for each of the modules included herein, Licensee shall have the right to transfer the licenses for any and all modules to any new hardware/platform environment (hardware and system software as defined herein) then currently supported by Licensor. Licensee agrees to pay for any services and out-of-pocket costs associated with the migration to the new platform. The service costs will be billed at a rate not to exceed costs charged to other clients for similar tasks.

6.9 Bankruptcy/Support Cessation. The term "default" as used in this Agreement(s) shall include the institution of proceedings by or against Licensor under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors. Licensee rights to a complete and documented copy of all related source code corresponding to the then-current released version of the Licensed Program as operated by Licensee (for internal use only and not for resale) shall precede any bankruptcy proceedings and stand before any trustee's claims for the benefit of creditors. In the event that Licensor announces its intent to cease support for Licensed Program, and Licensee elects to continue use of Licensed Program, Licensee shall have the same rights as if Licensor had declared bankruptcy.

6.10 Survival of Terms. The provisions of Sections 6.1 through 6.7 shall survive termination of this Agreement.



SECTION 7 - TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the date and year executed by the parties hereto and shall continue until terminated in accordance with the terms thereof.

7.2 Termination by Either Party. Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

7.3 Actions Upon Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements. If termination by the Licensee is within 12 months of the date of this Agreement and due solely to the default of the Licensor, the Licensor shall refund all monies paid to it under this Agreement.



SECTION 8 - MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject unless otherwise noted herein. Neither party shall be bound by any warranty, statement, or representation not contained herein. In the event of any conflict in the terms and conditions of this Agreement, the documents shall control in the following order:

- a. This Software License and Use Agreement;
- b. Licensor's Response to Licensee's Request for Proposal, if applicable;
- c. Licensee's Request for Proposal, if applicable.

8.2 No Assignment. Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

8.3 Force Majeure. Excepting provisions of this Agreement relating to payment of license fees, and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Venue for all actions shall be in a court of competent jurisdiction in the State of Oregon.

8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

8.6 Notice. Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to other party.

8.7 Acceptance Testing. Within twenty (20) business days of Licensor's notification to Licensee that the Licensed Program or portion thereof is installed, configured and the applicable training administered, Licensee shall begin performance of Acceptance Testing, for the sole and express purpose of determining whether the Licensed Program operates as described in the Licensed Documentation. Using actual Licensee data, Licensee must complete such Acceptance Testing within sixty (60) days of commencement of testing. Such acceptance shall be evidenced in writing and signed by representatives of both the Licensee and the Licensor. If the Licensee uses the Licensed Program for productive purposes, the Licensed Program shall be deemed to be accepted under the provisions of this Agreement. The passage of the sixty (60) day testing period without official written notification from Licensee to Licensor that module of Licensed Program has failed Acceptance Testing indicates that the module is accepted and that any portion of the license fees attached to Licensed Program's acceptance are due and payable. Such Acceptance shall not be unreasonably withheld. The sole reason for non-acceptance shall be the non-conformity of the software or Services to the Licensed Documentation.

8.8 Failure of Acceptance Testing, Retesting. If the Licensee demonstrates that the Licensed Program does not successfully pass Acceptance Testing, the Licensee shall notify Licensor in writing ("first notice of failure") and shall specify with as much detail as possible in which respects the Licensed Program failed to pass the Acceptance Testing. Licensor shall make such necessary corrections and modifications in the Licensed Program to establish a reasonable basis for additional Acceptance Testing within a period of thirty (30) days from the first notice of failure. Licensor shall notify Licensee when such retesting can begin and the Licensee shall complete Acceptance Testing within a period of ten (10) business days from the date of notification. If the parties agree that the Licensed Program continues to fail Acceptance Testing, the Licensee shall notify Licensor in writing of the Licensee's intention to terminate and if the Licensor fails to remedy the defect within (60) days of receipt of said notification, the Licensee has the right, at its option, to terminate the Agreement by giving written notice of such termination to the Licensor.

Upon the Licensee's termination of this Agreement due to failure of the second Acceptance Test, the Licensee shall promptly return the Licensed Program and documentation and all related materials to the Licensor.

8.9 Acts of Insolvency. The Licensee may terminate this Agreement by written notice to the Licensor if the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

8.10 Insurance. Licensor shall furnish the Licensee a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis", except for Licensor's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Licensee's acceptance of the Licensed Program and associated Services contained in this Agreement. All policies shall provide for not less than 30 days' written notice to the Licensee before the policy coverage may be reduced. Excepting professional liability and workers' compensation coverage, all policies shall provide an endorsement naming the Licensor, its officers, employees and agents as additional insureds. In the event the policy lapse during performance, the Licensor may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Licensor to proceed with work; pay an insurance carrier (either Licensor's or a substitute) the premium and withhold that amount from payments; and, use any other remedy provided by the Agreement or by law.

The Licensor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The Licensor will maintain throughout this Agreement the following insurance:

- a) Worker's compensation and employers liability insurance as required by the State where the work is performed.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Licensor or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

- d) Professional liability insurance of \$500,000 per occurrence and the aggregate, including contractual liability coverage. If Licensor proposes using subcontractors, in addition to any other requirements of this Agreement, Licensee may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverages complies with the requirements of Section 8.10.
- e) Licensee will be named as an additional insured with respect to Licensor's liabilities hereunder in insurance coverages identified in items b) and c)

The coverage provided by these policies shall be primary and any other insurance carried by the Licensee is excess. Licensor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between Licensee and Licensor for which Licensor has obtained insurance, the maximum amount, which may be withheld by Licensee for all such claims, shall be no more than the amount of the applicable insurance deductible.

8.11 Equal Opportunity Employer. Licensor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement.

8.12 Source Code. Licensor agrees to provide Licensee with the source code to the then-current version of the Licensed Program annually upon Licensee's request.

8.13 Cooperative Purchasing. Other municipal agencies in the same state may acquire the software products and services described in this contract under terms equivalent to this contract; provided that if a municipality requests additional user, equipment, or service units, Licensor may adjust the price by the per unit or per service rate provided in this contract. The provisions of this paragraph (8.13) shall terminate one year from the last execution date on this agreement.

8.14 Agreement Not to Hire. Neither party shall, directly or through one or more subsidiaries or other controlled entities, actively recruit any programmer, trainer, or member of a data processing, Licensee support or implementation team of the other at any time when such person is employed or engaged by such party or during the twelve (12) months after such employment or engagement ends.

8.15 Staffing Changes. Licensee shall have the reasonable right to require that the Licensor remove, on a permanent or temporary basis, any member of Licensor's Project team from Licensee's premises. In such situations, Licensee and Licensor will mutually agree on the most appropriate manner in which and schedule on which this change shall occur in light of Licensor's responsibilities under this Agreement.



SECTION 9 - SOFTWARE SUPPORT

9.1 Scope of Service. In addition to the services set forth in Exhibit D, Licensor shall render support and services during Normal Working Hours for the following:

- a. **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential error condition or abnormal termination of a program, or request for telephone assistance related to the Licensed Program;
- b. **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Licensor. Such provision shall not preclude Licensor from providing other Enhancements of the Licensed Program for license fees, training charges, and other related service fees and charges.
- c. **Reporting** - Licensor shall allow Licensee to access Licensor's support data base to retrieve information regarding the number, nature, and resolution of Licensee's support calls. This access shall be via the internet.
- d. **Source Code Maintenance** - Library of Licensed Program maintained by Licensor for Licensee complete with modifications authorized by Licensee and performed by Licensor.
- e. **Software Warranty** - If Licensee obtains Software Support from Licensor, and such Software Support is in effect without interruption from inception of this Agreement, then Licensor will warrant the Licensed Program to be free of errors for the life of this Agreement.

9.2 Fees and Charges. Licensee shall pay Licensor annual support charges based on an annual rate determined by Licensor at the beginning of each Support Agreement Term. Such annual rate shall be multiplied times the amounts shown in Exhibit A under the column headed "License Fee (Support Basis)" for each covered product. No increase in the support rate shall be in excess of the local Consumer Price Index percentage

increase in the cost of living as published in October of each year by the Bureau of Labor Statistics (www.bls.gov) for the Seattle –Tacoma-Bremerton area plus 3%. All annual support charges are invoiced 30 days prior to and are due and payable on or before the 1st working day of each Support Agreement Term. For those modules installed part way through a calendar year, the software support amounts will be pro-rated from the onset of training for the module until the end of the calendar year in which training begins. The initial annual support rate shall be 17% of the license fees for each module. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

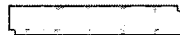
9.3 Licensee Responsibilities. Licensee shall be responsible for the procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

9.4 Proprietary Rights. To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install copies of the Licensed Program adequate to serve the concurrent users specified in this Agreement in Exhibit A, in the most current form provided by Licensor, in Licensee's own facility; and (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

9.5 Disclaimer of Warranty and Limitation of Liability. Licensor shall perform the services with the standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Except as expressly set forth herein, Licensor expressly disclaims any and all warranties concerning the system or the services to be rendered hereunder, whether expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

9.6 Termination of Support. Support may be terminated as follows:

- a. Upon the termination of the License Agreement; or
- b. Upon notification by either party to the other, at the beginning of any Support Agreement Term;
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.



SECTION 10 - INTEGRATION

10.1 Integration. This Agreement represents the fulfillment of the Request For Proposal (RFP) process entered into between Licensor and Licensee. The RFP solicitation by Licensee and proposal submitted by Licensor are documents which may be used to establish and/or frame the intent of any and/or all the provisions of this Agreement. To the extent the language of this Agreement expressly provides intent by its plain, concise and ordinary meaning and the context in which it is provided, it shall govern the parties' intent. In the event any ambiguity arises, the RFP solicitation and proposal documents may be used in establishing the parties' intent.

Authorized Signatures

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below, and the person executing this Agreement on behalf of the respective parties is fully authorized to do so.

[Licensee]

By: *ARLENE LOBLE*

Signature:



Title:

CITY MANAGER

Date:

3/18-03

[Licensor] Eden Systems, Inc.

By: Ed Torkelson

Signature:



Title: President

Date:

3-17-03

Approved as to form:

By: Michael E. Kohlhoff

Signature:



Title:

City Attorney

Date:

3/17/03

**Eden Systems, Inc.
Software License and Use Agreement
Exhibits Section**

- Exhibit B – Billing/Payment Schedule**
- Exhibit C – Required Third Party Products,
Minimum Hardware Requirements
Communication and Connectivity Requirements**
- Exhibit D – Services**
- Exhibit E – Committed Modifications**
- Exhibit F – Licensor-supplied Third-party Products**
- Exhibit G – ESRI Products and Services**
- Exhibit I – Scope of Work**

**Exhibit A1 - Eden Systems Deliverables
(Phase 1)
City of Wilsonville, Oregon - 30 Concurrent Users**

Products, Service & Equipment	License Fee (Support Basis)	License Fee (No Support)	Discount Amount	Net License Fee	On-Site Trips	Train & Install Days	Data Conv. Days	Proj Mgmt Days	Other Days	Total Service Cost	Expenses & Taxes	Total Cost
Database, Tools, Setup	\$	\$	\$	\$						\$	\$	\$
System Administration				-	1	3.0	-	2.0		5,000.00	650.00	5,650.00
Database Setup				-	1	0.5	-	-		500.00	275.00	775.00
Hardware, O/S Setup				-	-	0.5	-	-		500.00	75.00	575.00
Crystal Reports		3,000.00		3,000.00	3	12.0	-	2.0		14,000.00	2,400.00	19,400.00
				-								-
Supported Applications				-								-
Financial Products				-								-
Core Financial Module				-								-
G/L, A/P	30,000.00		18,000.00	12,000.00	6	11.0	11.0	5.0		27,000.00	2,850.00	41,850.00
Purchasing	6,000.00		3,600.00	2,400.00	-	4.0	-	2.0		6,000.00	600.00	9,000.00
Requisitioning	4,000.00		2,400.00	1,600.00	-	2.0	-	1.0		3,000.00	300.00	4,900.00
Budget Preparation	12,000.00		7,200.00	4,800.00	1	2.0	-	1.0		3,000.00	500.00	8,300.00
Accounts Receivable	8,000.00		4,800.00	3,200.00	2	6.0	4.0	2.0		12,000.00	1,300.00	16,500.00
Project Accounting	16,000.00		9,600.00	6,400.00	2	8.0	11.0	4.0		23,000.00	1,600.00	31,000.00
Fixed Assets	12,000.00		7,200.00	4,800.00	1	3.0	4.0	1.5		8,500.00	650.00	13,950.00
Inventory Control				-								-
				-								-
Payroll Products				-								-
Payroll	30,000.00		18,000.00	12,000.00	6	18.0	10.0	5.0		33,000.00	3,900.00	48,900.00
Position Budgeting	5,000.00		3,000.00	2,000.00	-	1.0	-	1.0		2,000.00	150.00	4,150.00
Human Resources	18,000.00		10,800.00	7,200.00	2	6.0	5.0	2.0		13,000.00	1,300.00	21,500.00
Applicant Tracking	15,000.00		9,000.00	6,000.00	2	8.0	-	2.0		10,000.00	1,600.00	17,600.00
				-								-
GIS Products				-								-
Parcel Manager	30,000.00		18,000.00	12,000.00	2	4.0	6.0	3.0		13,000.00	1,000.00	26,000.00
Utility Billing	35,000.00		21,000.00	14,000.00	3	12.0	11.0	6.0		29,000.00	2,400.00	45,400.00
Business Licensing	15,000.00		9,000.00	6,000.00	2	8.0	4.0	2.0		14,000.00	1,600.00	21,600.00
Special Assessments	8,000.00		4,800.00	3,200.00	2	6.0	4.0	2.0		12,000.00	1,300.00	16,500.00
				-								-
Other Products & Services				-								-
Eden Menus	3,000.00		-	3,000.00								3,000.00
Data Dictionaries	1,500.00			1,500.00								1,500.00
Cashiering	13,650.00		3,650.00	10,000.00	1	4.0		1.0		5,000.00	800.00	15,800.00
Standard Forms Creation				-					12.0	12,000.00		12,000.00
Web Applications				-	1	3.0			5.0	8,000.00	650.00	8,650.00
HR	10,000.00		10,000.00	-								-
UB	10,000.00		10,000.00	-								-
Permits/Inspections	10,000.00		10,000.00	-								-
				-								-
Sales Tax				-								-
Totals	\$ 292,150	\$ 3,000	\$ 180,050	\$ 115,100	38	122.0	70.0	44.5	17.0	\$ 253,500.00	\$ 25,900.00	\$ 394,500.00

**Exhibit A2 - Eden Systems Deliverables
(Phase 2)
City of Wilsonville, Oregon - 30 Concurrent Users**

Products, Service & Equipment	License Fee (Support Basis)	License Fee (No Support)	Discount Amount	Net License Fee	On-Site Trips	Train & Install Days	Data Conv. Days	Proj Mgmt Days	Other Days	Total Service Cost	Expenses & Taxes	Total Cost
Database, Tools, Setup (None in this Phase)	\$	\$	\$	\$						\$	\$	\$
				-								-
Supported Applications				-								-
Financial Products												-
(None in this Phase)												-
				-								-
Payroll Products				-								-
(None in this Phase)												
GIS Products												-
Permits & Inspections	60,000.00		36,000.00	24,000.00	4	12.0		7.0		19,000.00	2,600.00	45,600.00
												-
Other Products & Services												-
Standard Forms Creation									2.0	2,000.00		2,000.00
Sales Tax												-
Totals	\$ 60,000	\$ -	\$ 36,000	\$ 24,000	4	12.0	-	7.0	2.0	\$ 21,000.00	\$ 2,600.00	\$ 47,600.00

**Notes to Exhibit A - City of Wilsonville, Oregon
Eden Systems Deliverables – 30 Concurrent Users**

The items in Exhibit A are products and services delivered to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the "License Fee (Support Basis)" column only. All support and maintenance for other items priced under the column "License Fee (No Support)" must be obtained by Licensee directly from the original manufacturer or supplier.

- The costs shown in Exhibits A2 and B2 (Optional Products) are available to Licensee for a period of 24 months from the execution date of this Agreement. Licensee and Licensor agree that Licensee is not obligated to purchase any items contained in Exhibits A2 and B2. Licensee may invoke the acquisition of the products and services in Exhibits A2 and B2 by providing written notification to Licensor within 24 months of the execution of this Agreement.
- The License Fees shown for Cashiering are for a single Cashiering workstation. Multiple operators may use that station. These costs also include one cash drawer, one receipt printer, one barcode scanner, and one magnetic track scanner.
- Please note that the requirements for Data Conversion and Project Management days are estimates. However, these estimates are provided in good faith based on the Licensor's prior experience with similar installations. You will be billed for the actual hours and any work effort in excess of the estimate(s) provided herein must be authorized in writing by the Licensee. Eden will provide an accounting of the employees who performed the work and the work they performed.
- This is an estimate of the travel costs associated with this implementation. Although we will make every effort to utilize trainers from the closest office, schedules may sometimes dictate that we use trainers from other parts of the country. You will be billed for the actual costs as documented.

**Exhibit B1 - Payment Schedule
(Phase 1)
City of Wilsonville, Oregon**

Product, Service, Equipment	On Execution	On Delivery	As Each Module Is Accepted	Upon Acceptance of Final Phase 1 Module	As Progress Occurs	Totals
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License Fees		44,840.00	56,050.00	11,210.00		112,100.00
Training & Installation					122,000.00	122,000.00
Data Conversion					70,000.00	70,000.00
Project Management					44,500.00	44,500.00
Forms Customization					17,000.00	17,000.00
						-
Additional Implementation Services						-
Undesignated Programming Services						-
						-
Third-party Products	3,000.00					3,000.00
						-
						-
Expenses - (Estimated)					25,900.00	25,900.00
Sales Tax						-
						-
Totals	\$ 3,000.00	\$ 44,840.00	\$ 56,050.00	\$ 11,210.00	\$ 279,400.00	\$ 394,500.00

**Exhibit B2 - Payment Schedule
(Phase 2)
City of Wilsonville, Oregon**

Product, Service, Equipment	On Execution	On Delivery	As Each Module Is Accepted	Upon Acceptance of Final Module	As Progress Occurs	Totals
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License Fees		9,600.00	12,000.00	2,400.00		24,000.00
Training & Installation					12,000.00	12,000.00
Data Conversion					-	-
Project Management					7,000.00	7,000.00
Forms Customization					2,000.00	2,000.00
Web Configuration						-
						-
Additional Implementation Services						-
Undesignated Programming Services						-
						-
Third-party Products						-
						-
						-
Expenses - (Estimated)					2,600.00	2,600.00
Sales Tax						-
						-
Totals	\$ -	\$ 9,600.00	\$ 12,000.00	\$ 2,400.00	\$ 23,600.00	\$ 47,600.00

Exhibit C
Required Third-Party Software and Tools¹

Workstation Software²

- Microsoft Windows NT Workstation 4.0 (SP6), Windows
- Microsoft Windows 2000 Professional
- Windows 95¹
- Windows 98¹
- Microsoft Data Access Components

Database Server Operating System

- Microsoft NT Server 4.0 or
- Microsoft 2000 Server or
- UNIX

Database Software

- Microsoft SQL Server 7.0 or
- Microsoft SQL Server 2000 or
- Informix v7.31 or
- Oracle 8i Release 2

Application Server (If Applicable)

- Microsoft NT 4.0 (SP6) or
- Microsoft 2000 Server

Web Server (If Applicable)

- Microsoft NT Server 4.0 (SP6) or Microsoft 2000 Server
- Microsoft Internet Information Server (IIS) 4.x or higher

¹ These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

² Although some processes will perform acceptably under MS Windows 95 or MS Windows 98, we strongly suggest that each client workstation utilize MS NT Workstation or MS 2000 Professional.

Exhibit C
(Page 2)
Minimum Hardware Requirements¹

Current Minimum Hardware Configuration- Standard Workstation²

- CPU Pentium II 266 MHz
- RAM 64MB (128 MB for NT or 2000)
- Hard Drive 2 GB
- Storage 200 MB of free space
- CD-ROM Any
- Video SVGA, 800x600, 16-bit Color

Current Minimum Hardware Configuration- Batch Processing Workstation²

- CPU Pentium III 450 MHz
- RAM 128 MB
- Hard Drive 2 GB
- Storage 200 MB of free space
- CD-ROM Any
- Video XGA, 1024x768, 16-bit Color

Current Minimum Hardware Configuration – Server²

- CPU Dual-processor, Pentium II 400 MHz
- RAM 512 MB ECC
- Storage Controller RAID controller card for RAID01 or RAID-5
- Hard Drives SCSI 2, 7200 RPM
- Storage Space 4-6 GB free space depending on data volume
- Power Redundant power supplies + a UPS
- Tape Backup DDS or DLT 20/40

1 These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

2 These items will be supplied by Licensor only if they are included in Exhibits A, B, and F. In all other cases, it is the responsibility of the Licensee to ensure that these products are acquired and ready for use at the beginning of Licensor's installation process.

Exhibit C
(Page 3)
Communication and Connectivity Requirements

The following are the current Communication and Connectivity Requirements¹

- High-speed (128Kbps or higher) connection to the database server via the Internet (DSL, ISDN, Frame Relay, T1, etc)
- Virtual Private Network (VPN) access from the Internet to the internal network (if a firewall is in use). This access must utilize the Microsoft Windows PPTP VPN client.
- Symantec's pcAnywhere for Windows NT (v8.x) or for Windows 2000 (v9.x) installed on the database server (if you have a Windows NT/2000 Server)
- A roaming copy of pcAnywhere for Windows 95/98/NT/2000 that can be installed on a workstation in the event that a user is having problems with InForum Gold

¹ These requirements are subject to change as technology evolves and new products become available. To be eligible for Software Support in future years, Licensee will be responsible for ensuring compliance with those future requirements. Licensor agrees to give Licensee reasonable prior notification before new requirements become effective.

Exhibit D SERVICES

Modifications, Consulting/Project Management, Travel, Expenses - The cost to provide modifications identified in this Agreement, is an estimate only, and both parties acknowledge that Licensee will pay Licensor for actual work performed to produce such modifications.

Any changes in the original definition of the defined deliverable identified herein will be incorporated through the use of an Authorization For Professional Services (AFPS) issued at the sole option of Licensor to Licensee, identifying such additional cost estimates to effect such change.

Consulting consists of investigating and providing solutions for implementation-related Licensee issues. This work includes reviewing converted data, testing setup scenarios, investigating and recommending modification requests, answering product-related Licensee questions, providing off-site training, and creating training-related correspondence.

Project Management consists of being the central point of contact for the Licensee, from the time a new license agreement is signed until the Licensee begins operational productive use of all the licensed modules. Initial responsibilities include reviewing the contract; entering contract information in Licensor's project tracking databases; identifying the project manager and main contacts on the Licensee side; and scheduling the kick-off meeting. Project management also includes scheduling the necessary training, and preparing for, leading, and following up on the kick-off meeting. During the installation/conversion/training phases of an implementation, Licensor's Project Manager is responsible for ensuring that Licensor's staff completes their implementation tasks according to the project schedule. Project management also includes working with Licensor staff and the Licensee to address unanticipated issues that come up during the implementation. All correspondence relating to the training process is reviewed by the Licensor Project Manager, including agendas and follow-up memos. The Project Manager also tracks the license agreement's budget, initiates billing at the appropriate time, and answers the Licensee's billing questions. Most project management work occurs off-site.

The costs to provide consulting and project management identified in this Agreement are estimates only. Licensee will reimburse Licensor within 30 days of receipt of invoice for all such charges. Invoices will include details of work performed and resources utilized.

The costs to provide consulting and project management identified in this Agreement shall not exceed the costs set forth herein unless specifically agreed to in writing by both parties.

Travel and expenses shown in this Agreement are estimates only. Travel and expense charges include reasonable and normal charges for travel to and from the Licensee site. Licensee will reimburse Licensor within 30 days of receipt of invoice for all such charges.

Project Management deliverables:

- A Project Planning Questionnaire, which helps us gather information that will be used to plan the project
- A calendar and gantt view of the project plan, in Adobe Acrobat Reader or MS Project formats, which are updated as schedule changes are made. This project plan will be submitted to the Licensee for Licensee's review and approval as these changes are made. Such approval shall not be unreasonably withheld.
- A kick-off presentation outline
- Hard copies of Eden's standard forms (AP check, Purchase Order, Paycheck, Timesheet, W-2, 1099, etc.)
- Information about what needs to be ordered for forms (paper stock and supplemental printer supplies)
- A kick-off follow-up report
- An agenda for every training trip
- A follow-up report for every training trip -- the project manager makes sure that outstanding issues are addressed, and adds the resolution to the follow-up memos
- Semi-monthly status reports of all current implementation issues. This will be provided within five working days of the fifteenth and the end of each month.
- Other documents are provided to the Licensee as needed:
 - Current Gold System Requirements document
 - Current conversion specifications for all modules
 - Import specifications for all modules
 - Sample reports
 - Change orders for additional work
 - Training materials

Exhibit D
SERVICES
(Page 2)

Training Services

Training, Installation, and Setup - All training is to be administered in either a) 'train the trainer' fashion; or b) seminar or 'group' fashion; to maximize the usefulness of time and resources. The training costs herein assume that training is to be provided on-site in the Licensee's offices and that the Licensee can provide suitable training room facilities and make Licensee's personnel available on the dates and times agreed to by the parties. Licensee may choose between option 'a' and option 'b' but in either case, the quoted costs are for the specified number of days. Additional days of training are available at the \$125 hourly rate for one year from the execution of this agreement.

Charges relating to training, installation and setup are due and payable in full within 30 days of receipt by Licensee.

Written acknowledgment of acceptance by Licensee, or full payment by Licensee of the license fee for any module listed in Exhibit A, shall constitute full satisfaction of the commitment for related services under this Agreement.

Additional training not covered in this Agreement shall be contracted through an Authorization For Professional Services (AFPS) and shall require authorization from Licensee. Such AFPS shall denote the number of service hours required and shall be provided at Licensor's then-going hourly rate for such services.

Licensee is responsible for all shipping and related costs incurred on its behalf under this Agreement, including but not limited to all necessary operating software, equipment and related tools.

In order to provide services of any kind, Licensor must schedule visits in advance. If the scheduled visit is canceled by the Licensee without first having given Licensor a minimum of two weeks advance notice of such cancellation, the Licensor may charge the Licensee for all costs related to that scheduled visit and shall dissolve the commitment to perform the services scheduled for that visit. If any scheduled visit is canceled by the Licensee without a prior two weeks advanced notice and such cancellation is due to events as indicated in Section 8.3 or beyond the Licensee's reasonable control, the Licensor shall reschedule the visit for the next mutually agreeable date without any charge or penalty to the Licensee except for documented out-of-pocket expenses incurred by Licensor. If such cancellation is for reasons other than those indicated in Section 8.3, Licensee shall be responsible for the documented-out-of-pocket expenses as well as for the cancelled time. When the cancelled visit is rescheduled for a mutually-acceptable time, Licensee shall be responsible for documented out-of-pocket expenses and all time associated with that visit.

Data File Conversion Services – Charges related to data file conversion found in this Agreement are estimates only. Licensor will charge for any and all such activities relating to conversion efforts.

It is the responsibility of the Licensee to present all data in a standard magnetic form and format prescribed by Licensor, which is to be compatible with Licensor's standard conversion programs and database setup. Specifications for the standard format are available from Licensor. Licensee acknowledges that only those data elements described in the standard formats are converted.

Data conversion will consist of running the magnetic data presented by Licensee through the Licensor's conversion program one or more times to format the data into a form acceptable to the Licensed Program.

It is the Licensee's sole and complete responsibility to ensure that the data presented to the Licensor's conversion program is complete and accurate, and any cost for services, third-party and other related costs associated with data conversion shall be borne by the Licensee.

Should Licensee be unable, for any reason, to provide data in Licensor's prescribed formats, Licensee may request assistance from Licensor in extracting legacy data and formatting it according to Licensor standards. Such services will be billed to Licensee according to Licensor's then standard hourly rate.

If the Licensee can guarantee legal and technical access to properly documented information subject to data conversion, the Licensor will manage and perform the entire data conversion function in exchange for additional fees and charges. If such a "start-to-finish" approach is provided herein, Exhibit A will denote such action as "Start-to-Finish" conversion, otherwise the above requirements are applicable.

**Exhibit D
SERVICES
(Page 3)**

Service Rates

The following hourly rates apply to services included in this Agreement and are not to be interpreted as a commitment to perform any future such services, not covered under this Agreement, for said rates.

Service Type	Hourly Rate
Requested Modifications	\$125.00
Consulting/Management	\$125.00
Training	\$125.00
Installation and Setup	\$125.00
Data File Conversion	\$125.00

Authorized Sub-Agencies. The following are considered authorized Sub-agencies of this Agreement and Licensee is authorized to use the Licensed Program and Licensed Documentation on Licensee's premises for the purpose of supporting the internal business practices of only those agencies named herein as Sub-agencies and no other right or use is permitted under this Agreement.

Authorized Sub-Agencies
No Authorized Sub-Agencies

Exhibit E
COMMITTED MODIFICATIONS

Licensor agrees to provide the modifications to the Licensed Program as further described below. Costs shown are provided on a Fixed-Fee basis and Licensee shall be charged these amounts regardless of the actual time and effort necessary to complete them.

Item Number	Item Description	Fixed-Fee Amount
3.A.2.d	Verify licensing and registration requirements of the contractor through a link with state of Oregon Contractors Board E (would require custom programming at an additional cost. We can't provide an estimate until we have more information from the state)	To be agreed upon at appropriate time.
5.A.15.a	Receive automatic notification when dates are approaching E (for this and the next two requirements, enhancements would have to be made to support automatic notification. Currently, the system can produce reports of date-sensitive information and users can perform easy queries to pull up the required information. We need to understand your automatic notification requirements better before we can supply an estimate for the cost of these enhancements.	To be agreed upon at appropriate time
5.A.15.a	Have arrived	To be agreed upon at appropriate time
	Are past due	To be agreed upon at appropriate time
7.A.3		To be agreed upon at appropriate time
		\$

EXHIBIT F
Licensor-supplied Third-party Products

The purpose of this exhibit is to identify any third-party products being supplied by Licensor. Any required or desired hardware, software, and communications products not specifically included in the following table are the responsibility of the Licensee. This configuration represents the Licensor's recommended products, and the cost is an estimate only, as the prices of the third-party vendors are subject to change without Licensor's approval. Also, Licensee understands that Licensor may decide to change this recommendation if Licensor believes a new solution is better suited for the proposed installation. If the recommendation changes, Licensor will notify Licensee as soon as practical.

Licensor makes no warranty, whether expressed or implied, regarding the components listed below, and shall not be responsible for servicing such components. The components shall be subject only to manufacturers' warranties, if any.

Product ID	Quantity	Description	Estimated Price
	5 copies	Crystal Reports from Crystal Decisions	\$3,000.00
		Grand Total	\$3,000.00

Exhibit G
ESRI Products and Services

Licensee understands and accepts that the following terms and conditions are required in order for Licensee to use applications created using MapObjects, or other ESRI products:

- 1) Reverse engineering, copying (other than a backup copy), or transfer or assignment of rights to use as well as the right to access source code is prohibited.
- 2) Any use other than as specifically granted herein is prohibited.
- 3) Licensee shall use all practical means, contractual and technical, to prevent any in-house or commercial user (including network users) from using any portions of MapObjects, and any extension thereof, separately from Licensor's Licensed Program.
- 4) ESRI and/or its suppliers may enforce their intellectual property rights through injunctive relief and other remedies in law or equity. All copyright, government notices, trademarks, or other intellectual property notices noted under "Copyright, ESRI Trademark Name, and Government Use Notice" shall be included unmodified in the Application's online help or Readme file and documentation.

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Exhibit H
Scope of Work
Eden Systems Implementation Project
For
The City of Wilsonville, Oregon

Project Objective:

The objective of this Project is to seamlessly transition the Licensee from its current financial applications to the Eden Systems InForum Gold products, identified herein, in accordance with the Licensee's business processes as indicated in the Licensee's RFP (incorporate herein by reference), as defined by the Licensor's response to the Licensee's RFP (incorporated herein by reference), and as may be further defined by this Scope of Work, as well as any other business processes that may be determined by the Project Team during implementation (including those inside and outside the scope) and subsequently agreed to by the parties.

1. Scope of Work
Project Approach

Licensor will establish a base system for the entire enterprise – implementing Eden Systems processes wherever possible. This project will have 2 phases. All modules with the exception of Permits and Inspections, will be implemented in Phase 1. The implementation of Phase 2, Permits and Inspections is contingent on additional funding appropriations currently under consideration for the 2003/2004 fiscal year.

Licensor's approach is to pair key Licensor resources with Licensee's internal project team. This approach combines Licensor's knowledge of their Financial, Payroll, & GIS products with the business understanding of Licensee staff. The development of project deliverables will be a joint activity, thus allowing for the natural transfer of knowledge and expertise from Licensor to Licensee's personnel at all levels. Regular checkpoints will be established to encourage open communication and maintain focus on emerging business issues.

Licensor will provide implementation services as described in the following sections for the implementation of Eden Systems InForum Gold GL, AP, Purchasing, Requisitioning, Budget Preparation, Accounts Receivable, Project Accounting, Fixed Assets, Payroll, Position Budgeting, Human Resources, Applicant Tracking, Parcel Manager, Permits & Inspections, Utility Billing, Business Licensing, Special Assessments, Eden Menus, and Data Dictionaries. The implementation timeframe will cover a twelve to eighteen month period beginning around July 1, 2003 through December 31, 2004. Post implementation support for each module is to be provided through remote consulting and, if needed, on-site services. This implementation solution will enable Licensee to see a fast and measurable return on investment through a process that emphasizes planning, training, and user involvement. Accordingly, we have divided the implementation of each module into five steps:

- **Step I: Project Kickoff**
- **Step II: Site Fit**
- **Step III: OPS 1 (First Operational Training Trip)**
- **Step IV: OPS 2 (Second Operational Training Trip)**
- **Step V: Go Live and Support.**

To achieve the desired results in an efficient and expedient manner, we agree that the following activities be undertaken in these steps. While Steps II through V are conducted for each module, Step 1 is only conducted once for each of the two phases of the Project.

Step I: Project Kickoff

The objective of the Project Kickoff Step is to build a solid foundation for Licensee's Eden Systems implementation project. A key focus of this phase is to acquaint all affected managers, staff, and key associates with the purpose and objectives of the project. This is also the time to show support from Licensee's executive management team.

Licensor recommends that the primary sponsor convene a meeting of senior management, department heads, and key staff responsible for major Finance, Materials Management, Human Resources and Payroll functions. During this meeting, management should affirm its support for this project, explain its goals for enhanced Finance, Payroll, and GIS information capabilities, and set expectations for the project.

Licensor will encourage interactive participation during this initial meeting to elicit information from various organizational components and system users. Licensor will also document any data requirements that the various organizations might have that are within the project scope.

This Step will also be used to confirm the project scope, and validate project strategy and approach. Additionally, Licensor will verify the roles of the members of the Licensee and Licensor project teams during the implementation. The goals of this activity are to confirm the strategic objectives, verify the project timeline and prepare baseline project documentation. This step will involve Licensor's Project Manager(s), and Licensee's executive sponsors to ensure a common understanding and to establish an environment that facilitates success from the outset.

Licensor will establish project control procedures, identify quality assurance processes, determine status-reporting mechanisms, develop change request procedures, and schedule project team meetings.

At the conclusion of this step, Licensor will work with Licensee's project team members to present the results to the executive team prior to building the Business Blueprint.

Step II: Site Fit

This two-part step results in complete configuration of the Eden Systems applications to support Licensee's defined requirements and business processes. It is during this phase that the original project goals and objectives are validated, the project schedule is adjusted as needed, and the baseline scope is clarified. In addition, the system environment is established

During Part 1, Eden Systems functionality topics are selected, business processes are identified, participants are confirmed, and work sessions are scheduled. This process involves users immediately by putting their knowledge of Licensee's business functions to work right away. By bringing users in at the start of the project, their ownership of the process is assured, realistic expectations are set, and their investment in the results is high.

Team members work with one of the Licensor's application experts in focused sessions that result in the configuration of a particular functionality of the InForum Gold products and map the product's functions to Licensee's current or desired business processes. The sessions encourage active participation and input from team members regarding which components of the system will be used, how each one will be used, and the changes and customizations needed, either within the system or within the organization's business processes.

Part 2 continues this process by addressing any remaining business process or system functionality issues. The facilitated sessions enable the team to quickly uncover gaps in functionality and explore the alternatives for resolution. Eden Systems' Implementation Guide enables Licensee to create a complete record of changes and additions to the system. This extensive documentation can then serve as a guide for future customizations, modifications, or upgrades.

One of the major areas for consideration during this step will be to develop a philosophy for how best to handle the legacy data (history) in the current applications that the Licensee has accumulated. Before loading this data into the system, Licensor will work with Licensee to determine what reporting, transaction processing, retrieval, and archiving requirements exist. This will create a strategy for how all or part of the data will be converted into the InForum Gold product(s) or data warehouse.

Step III: OPS 1

In this stage Licensee's application is configured according to the specifications developed in the prior phase. This is managed through a three-step process:

- Baseline configuration;
- Exception processing; and
- Interfaces, reports, conversion, development and testing.

The conversion and interface processes require an extensive, detailed effort to reconstruct data and develop interfaces to and from existing feeder systems. Licensee's project team members will work as part of the implementation team to accomplish the conversion and integration effort. This hands-on role can involve multiple aspects of the project, from interface specification and development, to conversion planning and execution.

Data conversion is seldom a one-for-one task, and generally involves translation of coding structures from the current approach to the requirements of the new system. Licensor will assist Licensee with mapping the existing data from the current system to the new system, determining translation and conversion rules, and redeveloping coding structures where necessary. Eden Systems thorough understanding of the InForum Gold products will help to accelerate this effort. Licensor will also assist Licensee with developing a conversion plan and schedule; defining the conversion requirements; and testing the conversion results. As Eden Systems provides all of the conversion tools, this effort is no longer custom-programmed Licensee to Licensee. The Licensee will provide data files from legacy system in a format agreed upon by both Licensee and Licensor and that can be automatically loaded into the InForum Gold product(s).

At the conclusion of the realization phase, Licensee will have a fully configured system that is ready to be tested and accepted as we move into the Final Preparation phase.

Step IV: OPS 2

This phase consists of a two-step process:

- Baseline scope and configuration
- Exception processing, customize forms (including reports and conversions)

Although the system will have undergone testing throughout the previous phases, this phase emphasizes the tests that will ensure the system can withstand the rigors of everyday use. Licensor's approach to system testing is structured to ensure that all customization and new development are tested in a manner that facilitates the identification of problems and errors. Simple conditions are tested first, followed by increasingly complex conditions until all inputs, processes, and outputs have been thoroughly tested. In this phase, Licensor and Licensee working together, will also conduct volume and stress testing, and integration testing.

Also, during this activity, the system becomes operational based on user acceptance that the system performs in accordance with the Agreement, its stated objectives and meets Licensee's requirements.

Step V: Go Live and Support

During this phase, Licensor will assist Licensee with conducting a full review of the system's success in supporting business objectives. This ongoing process will assure that the system is perpetually changing to meet new and emerging user and management requirements as they develop, assuring continued user satisfaction and extending the long-term usefulness of the system. This phase will consist of four (4) weeks of remote and on-site support. On-site support will be on an as needed basis only.

Project Timeline

The project timeline presented is an estimate of effort for various and typical tasks associated with this project. Project start and end dates of 7/1/2003 through 12/31/2004 are initial estimates and will be confirmed or revised once a complete project plan is developed. The project team (Licensor & Licensee) will finalize specific dates and duration for all other tasks during Step I and the project timeline will be modified accordingly at that time.

Scope Clarifications

Scope

- The Licensee and the Licensor will implement the following base InForum Gold applications: Core Financial Module, Project Accounting, Fixed Assets, Payroll Products, GIS Products, Miscellaneous Eden Systems Products, Crystal Reports and Standard Forms Creation within the scope of this fixed price contract.

Base Payroll Products include:

- Human Resources
- Payroll
- Position Budgeting
- Applicant Tracking

Base Financial Products include

- FI core/General Ledger – chart of accounts, company codes and all dependent data
- FI core/Accounts Payable – vendor master data and payment processing
- FI core/Accounts Receivable – customer data and balance handling
- FI core/Budget Preparation

- FI core/Purchasing
- Project Accounting
- Fixed Assets

Base GIS Products include:

- Parcel Manager
- Permits & Inspections
- Utility Billing
- Business Licensing
- Special Assessments

Base Eden Systems Miscellaneous Products include:

- Eden Menus
- Data Dictionaries

Other Products include:

- Crystal Reports
- Standard Forms Creation (e.g. AP checks, Payroll checks, AR invoices, Utility Bills, Permits, Business Licenses, etc.)

Further both parties, the Licensor and the Licensee, agree as follows:

- Any additional out of scope functionality may be implemented in a future phase following the initial implementation but is not included in this projects scope. Pricing for any such functionality will be determined at a later time.
- The Licensee is committed to implementing Eden Systems "Best Practices" in order to eliminate the need for modifications or extensive customization. No provision has been made in the service estimates, other than the allowance for Standard Forms Creation, for modifications that require changes to the Eden Systems delivered code.
- The Licensee will be responsible for developing and testing all conversion programs extracting data from existing legacy systems. Licensee will provide data files from legacy system in a format that can be automatically loaded into InForum Gold applications. Conversion programming must be completed according to dates specified on a mutually agreed project plan. Conversion testing will continue to occur through the end of the project with a final conversion just prior to system cutover. As stated, these dates may be adjusted once the project begins. Delays in completion of conversion programming may affect the project live date and may result in additional project costs.
- The Licensee will be responsible for developing all policies and procedures in support of the implemented business processes, within the scope of the project, as well as all training relating to business procedures, but not specifically related to the software.
- Project team training is the responsibility of the Licensor. The Licensee and the Licensor will determine the appropriate training classes and timing. The schedule will be designed to provide Licensee resources with training at the most appropriate time without adversely impacting the project timeline. Project Team Training will include System Administration and Product Specific Technical training for up to eight members of the Licensee's staff. Project Team training will include security setup, system configuration, and end user operational training for up to eight members of the Licensee's staff.
- End User training is the responsibility of the Licensor. This training shall include application specific operational training for the Licensee's designated users for each application. End User Training shall be provided for a total of up to eight members of the Licensee's staff.

People

- The Licensee will assign dedicated, full time & part-time team members (including technical staff) and Subject Matter Experts (SMEs) and will empower the team to make decisions, especially as they relate to process changes. Licensor will staff the project with qualified resources that provide value through the creation of project deliverables.
- Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within a two-day time period.
- The Licensee's personnel assigned to this project will receive appropriate and timely product training provided by the Licensor. A portion of this training will be done through knowledge transfer.
- The Licensee will supply legacy programmers for knowledge transfer purposes (regarding conversion issues) and legacy data extracts.
- Licensors will schedule Licensor staffing to ensure the on-time delivery and completion of project deliverables and tasks.
- All Licensee and Licensor project members are expected to take normal vacation and holiday days throughout the course of the project. Licensor management will determine the proper staffing levels necessary from the Licensor team to ensure a successful project. Licensee management will be responsible for ensuring their project team is available as needed to complete all assigned tasks on schedule.
- The Licensee will make available necessary facilities for Licensor personnel while on-site including: office space and supplies; at least one analog telephone line for modem use; individual access to group e-mail and voice mail; and administrative support when required (i.e., large volume copying or word processing).

Technology

- All products provided by Eden Systems shall be installed by the Licensor on a dedicated server with the appropriate database(s). The Licensor is responsible for creating at least two environments, a Production Environment and a Test/Training Environment.
- Licensee is responsible for providing all aspects of necessary technology infrastructure for both the project and production environments. This will include:
 - Host LAN and database access will be provided to the Licensors in a timely fashion. SQL Server will be the project database.
 - Fully functioning workstations will be provided within 30 days of the start of the implementation for all Licensor team members including query tool(s) appropriate for the database.
 - The hardware and software infrastructure, as well as the database environment will be in place and working within 30 days of the start of Licensor's participation in Phase I of the project.
 - Licensee is responsible for ensuring that the network and operational infrastructure are appropriately configured, adequately sized, and functioning properly to meet the performance, reliability, and service levels required to support the InForum Gold application environment.
 - Licensee understands that adding a Eden Systems applications to its network and systems infrastructure may affect the performance of existing networked applications without proper capacity planning. Licensor is not responsible for the performance of Licensee's network.

Processes

- To facilitate knowledge transfer, Licensor and Licensee will work together to develop deliverables.
- Licensee will gather and/or prepare pertinent materials regarding the current system in advance of project initiation.
- Work will be done on-site in Licensee's offices, or in Licensors' offices or in individual Licensor's home office when authorized, convenient and appropriate.

- An application will be deemed live once final conversions are complete and end-users begin utilizing the corresponding InForum Gold application to conduct their daily business.

2. Deliverable Approval Procedures

Licensor's strategy for ensuring consensus and streamlining the approval process is accomplished through ongoing consultation with Licensee personnel, visibility of intermediate work products, and collaboration on key design decisions. When implementing a module, a primary concern is that Licensee management and users be truly satisfied at every step and task of the project. One way that we help ensure this is by involving Licensee staff throughout the implementation process.

The term "deliverable" is reserved for those key documents or work products that represent critical agreements on project scope or function. These documents warrant a disciplined level of review by both Licensor and Licensee project management. Too many deliverables on a project can slow down the process and cause contention. Conversely, too few deliverables will create unclear expectations as to what is being delivered and how it is being delivered.

Deliverable Review Process

Each of these deliverables will require sign-off by both the Licensee project manager(s) and the Licensor project manager. It is effective to have a focal point of Licensee responsibility for review and approval that meets frequently and regularly—in this case the project manager.

To keep the project on schedule and to surface issues as quickly as possible, major deliverables shall be submitted for review at least five (5) business days before acceptance is required. Licensee will either accept or return major deliverables, if adjustments are required, within five (5) business days. The deliverables will be considered approved if no feedback is received following five (5) business days from receipt of deliverable. The turnaround timeframe could be extended, on an exception basis, by mutual agreement between Licensee and Licensor. If changes or revisions are required, Licensee would request specific changes to be made and the deliverable would be reworked for one additional revision to incorporate requested changes. If further changes to the revised sections are required, they shall be requested within three (3) business days, and will be accepted on an exception basis by mutual agreement between Licensee and Licensor.

3. Project Change Control Procedures

Licensee or Licensor may request changes to the Scope of Work at any time. Since a change could affect the fees, schedule, or other terms of the Scope of Work, both the Licensee Steering Committee and Licensor Project Executive must review and approve each change prior to implementation.

The following Change Control procedure will be used:

A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the reason for the change, and the impact the change will have on the project. The Licensee Steering Committee and Licensor Project Executive will review the proposed change. If a PCR will require more than 4 person hours to analyze the approach, cost, and impact to the project schedule, Licensor will provide an estimate of the time required to analyze the PCR.

The Licensee Steering Committee and the Licensor Project Executive will then approve or reject the PCR for investigation. Such approval constitutes authorization by Licensee for the additional hours and costs required to investigate the PCR, if it is greater than 4 person hours.

The investigation will determine the impact the PCR could have on price, schedule, and other terms and conditions of the agreement. The Licensee Steering Committee and the Licensor Project Executive will then either reject the PCR or approve it for implementation, within 5 days. Such approval will authorize the additional cost, schedule changes, and approval to proceed with a Change Authorization to amend the Scope of Work.

The signed (approved or rejected) Project Change Request will be attached to the end of the Scope of Work and will be logged in the project change request log.

4. Staffing

Licensee Staffing

The Licensee agrees to provide staff that will serve in the following roles and perform the following functions:

Executive sponsors that provide project decision-making, issue resolution, and communication to Licensee regarding the project.

Project Manager that manages the Licensee's resources assigned to the project. Manages Licensee issues that arise during the project including risk mitigation and resource allocation. Works closely with Licensor's project manager/team leader.

HR Key User familiar with the details of Licensee's HR procedures and processes. Provides expertise in requirements definition and business process design. Primary responsibility is to work with Licensor's corresponding functional expert during Business Blueprinting and system configuration/testing.

Payroll Key User familiar with the details of Licensee's Payroll and Time procedures and processes. Provides expertise in requirements definition and business process design. Primary responsibility is to work with Licensor's corresponding functional expert during Business Blueprinting and system configuration/testing.

Financial Key User familiar with the details of Licensee's financial processes, including Special and General Ledgers and cost centers. Provides expertise in requirements definition and business process design. Primary responsibility will be to work with corresponding functional expert during Business Blueprinting and system configuration/testing.

Purchasing/Fixed Asset Key familiar with the details of Licensee's purchasing and asset processes and procedures. Provides expertise in requirements definition and business process design. Primary responsibility will be to work with Licensor's corresponding functional expert during Business Blueprinting and system configuration/testing.

Legacy System Program Technical Expert responsible for extracting data from legacy systems into standard formats for conversion. Provides legacy system expertise to properly map data to the InForum Gold applications in conjunction with the Licensor technical resources.

Network/Systems Administrator and/or Database Administrator familiar with database administration, network security and administration, and hardware. Expected to become a Basis knowledgeable person by the conclusion of the project, experienced with Eden Systems product security and administration, the OS platform and database administration. This resource will work along side Licensor technical resource and will be partially responsible for creating the environment and establishing security profiles

Subject Matter Experts. There are often specific functions or processes that will require the part-time, as-needed involvement of resources knowledgeable in these areas. In addition, there may be other locations that are involved with the rollout of the system. This may also require the part-time involvement of users from these remote locations to ensure that their system requirements are addressed. While engaged on the project, the tasks of these subject matter experts are no different than the key users above.

Licensor expects Licensee to assign a team lead for each of the major implementation teams (e.g., Financials, HR, Purchasing, etc) that will make up the project.

5. Project Deliverables to be provided by Licensor:

- A Project Planning Questionnaire, which helps us gather information that will be used to plan the project
- A calendar and gantt view of the project plan, in Adobe Acrobat Reader or MS Project formats, which are updated as schedule changes are made. This project plan will be submitted to the Licensee for Licensee's review and approval as these changes are made. Such approval shall not be unreasonably withheld.
- A kick-off presentation outline
- Hard copies of Eden's standard forms (AP check, Purchase Order, Paycheck, Timesheet, W-2, 1099, etc.)
- Information about what needs to be ordered for forms (paper stock and supplemental printer supplies)
- A kick-off follow-up report
- An agenda for every training trip
- A follow-up report for every training trip -- the project manager makes sure that outstanding issues are addressed, and adds the resolution to the follow-up memos
- Semi-monthly status reports of all current implementation issues. This will be provided within five working days of the fifteenth and the end of each month.
- Other documents are provided to the Licensee as needed:
 - Current Gold System Requirements document
 - Current conversion specifications for all modules
 - Import specifications for all modules
 - Sample reports
 - Change orders for additional work
 - Training materials
- Licensor's project staff assigned and contact information provided to Licensee
- Training plan for project team
- Installed software and functioning development system
- Project Control procedures, quality assurance process, status reporting mechanisms & change request forms
- Detailed system Licensee strategy
- Business Process Master List defined
- Document Functional gaps and recommended resolution(s)
- Organizational Structure defined and inputted into the Development environment
- Chart of Accounts defined
- Document Conversion Plan
- Detailed business scenarios documented
- Configured System in the Development/Test environment
- Deliver detailed Data Mapping Document
- Developed/unit tested conversion programs
- Completed and balanced conversion of 12 months of history
- User procedures documented
- System test cases defined
- Certify System ready for Testing
- Test and production environments created
- Standard Forms Creation completed
- Integrated System testing including mock payroll runs
- User acceptance test successful
- First month end accounting close completed and balanced
- First two payroll runs completed and balanced

6. Invoicing

Licensor will invoice Licensee for fees and expenses on a semi-monthly basis. Payments shall be made in accordance with the Licensee's normal payment processing. Such invoices shall be sent to the following address:

Attn: _____

Remittances shall be sent to the following address:

7. Out of Scope Fees

Any identified out of scope work will be billed at an additional cost based upon the level of Licensor required and the scope of work defined.

Signature Blocks required?