

CONTRACT T09-MST-155

FOR

DATA AT REST ENCRYPTION SOFTWARE

BETWEEN THE

**WASHINGTON STATE DEPARTMENT OF
INFORMATION SERVICES**

&

**COMPUTER CONSULTANTS INTERNATIONAL,
INC.**

Effective Date: _____

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- Exhibit A: **The Washington State Department of Information Services' Request for Qualifications and Quotation for Data At Rest Encryption Software T09-RFQQ-018**
- Exhibit B: **Vendor's Response**

Note: Exhibits A and B are not attached to the contract but are available from the Department of Information Services Contract Administrator.

CONTRACT NUMBER T09-MST-155

for

DATA AT REST ENCRYPTION SOFTWARE

PARTIES

This Master Contract (Contract) is entered into by and between the state of Washington, acting by and through The Department of Information Services (DIS), an agency of Washington State government located at 1110 Jefferson St. SE, Olympia, WA 98504-2445 and Computer Consultants International, Inc. (CCI or Vendor), a corporation licensed to conduct business in the state of Washington, located at 10949 W. Villa Monte Dr., Mukilteo, WA 98275, for the provisioning of Software licenses for Data At Rest Encryption Software to the State.

RECITALS

The state of Washington, acting by and through The Department of Information Services issued a Request for Qualifications and Quotation (RFQQ) dated October 20, 2008, (Exhibit A) for the purpose of establishing a Master Contract for the provisioning of Software licenses for Data At Rest Encryption Software in accordance with its authority under chapter 43.105 RCW.

Computer Consultants International, Inc. submitted a timely Response to the DIS's RFQQ (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFQQ and has identified Computer Consultants International, Inc. as an apparently successful Vendor.

DIS has determined that entering into a Contract with Computer Consultants International, Inc. will meet the State's needs and will be in State's best interest.

NOW THEREFORE, DIS awards to Computer Consultants International, Inc. this Master Contract, the terms and conditions of which shall govern Vendor's furnishing of Data At Rest Encryption Software licenses and Services. This Master Contract is not for personal use.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Master Contract prevent the State from purchasing the same or similar Products or Services from other sources, *provided that*, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance Date" for Vendor-installed Products shall mean the date upon which Purchaser's written notification to Vendor of acceptance of the Products; and for Purchaser-installed Products shall mean the date of Purchaser's receipt of the Products. In absence of evidence to the contrary, the Acceptance Date for Purchaser-installed Products shall be deemed to be the third (3rd) day after the date of shipment.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Confidential Information” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data except where already made available to the public through other sources.

“Contract” or “Master Contract” shall mean this document, all schedules and exhibits, all amendments hereto, and all Orders hereunder.

“Delivery Date” shall mean the date by which the Products ordered hereunder must be delivered.

“DIS” shall mean the Washington State Department of Information Services.

“DIS Contract Administrator” shall mean the Master Contract Administrator, or other person designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

DIS Contracting Officer” shall mean the DIS Assistant Director, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“Effective Date” shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“End User” shall refer to the Purchasers hereunder who shall be the licensees of the Software.

“Equipment” shall mean any hardware if required to be purchased from Vendor along with the Software for a complete solution to the State’s Data-at-Rest Encryption Software needs. Equipment does not include client PCs protected or managed by Vendor’s Software or any commodity server hardware supplied by Purchasers to run Vendor’s Software.

“Exhibit A” shall mean the RFQQ - T09-RFQQ-018.

“Exhibit B” shall mean Computer Consultants International, Inc.’s Response to RFQQ T09-RFQQ-018.

“Help Desk” shall mean a service provided by Vendor for the support of Vendor’s Products. Purchaser shall report warranty or maintenance problems to Vendor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

“Installation Date” shall mean the date by which all Software ordered hereunder shall be in place, in good working order and ready for use or Acceptance Testing.

“License” shall mean the rights granted to Purchaser to use the Software that is the subject of this Contract.

“Order” or “Order Document” shall mean any official document and attachments thereto specifying the Software and/or Services to be licensed or purchased from Vendor under this Contract.

“Price” shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

“Product(s)” shall mean any Vendor-supplied Equipment, Software, and documentation.

“Proprietary Information” shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchaser(s)” shall mean those government or nonprofit entities who purchase Data At Rest Encryption Software under this Master Contract and who have an active Interlocal or Customer Service Agreement (CSA) with DIS. DIS may also be a Purchaser of Data At Rest Encryption Software under this Master Contract. Purchaser shall be the End User of the Software. DIS maintains a searchable database of current customers at:
<http://techmall.dis.wa.gov/csa1/csasearch.aspx>.

“Purchaser Contract Administrator” shall mean that person designated by Purchaser to administer this Contract on behalf of Purchaser.

“RCW” shall mean the Revised Code of Washington.

“RFQQ” shall mean the Request for Qualifications and Quotation used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

“Response” shall mean Vendor’s Response to the RFQQ for Data At Rest Encryption Software Exhibit B hereto.

“Schedule A: *Authorized Product and Price List*” shall mean the attachment to this Contract that identifies the authorized Software and Services and Prices available under this Contract.

“Schedule B: *MWBE Certification*” shall mean the attached certificate(s) indicating Vendor’s and/or one or more of Vendor’s Subcontractor’s status as a minority or women’s business enterprise.

“Schedule C: *SafeNet Software License Agreement*” shall mean the attachment to this Contract that describes Manufacturer’s End User License Agreement that supplements the License terms contained in this Contract.

“Services” shall mean those Services provided under this Contract and related to the Software License(s) being purchased that are appropriate to the scope of this Contract and includes such things as installation Services, maintenance, training, etc as defined in Exhibit B and as priced in Schedule A.

“Software” shall mean the Commercial-Off-The-Shelf (COTS) or object code version of computer programs licensed pursuant to this Contract Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“**Specifications**” shall mean the technical and other specifications set forth in the RFQQ, attached as Exhibit A, any additional specifications set forth in Vendor’s Response, attached as Exhibit B, and the specifications set forth in Vendor’s Product documentation, whether or not Vendor produces such documentation before or after this Contract’s Effective Date.

“**State**” shall mean the state of Washington.

“**Subcontractor**” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“**Vendor**” shall mean Computer Consultants International, Inc., its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Master Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Master Contract.

“**Vendor Account Manager**” shall mean a representative of Vendor who is assigned as the primary contact person whom the DIS Project Manager shall work with for the duration of this Master Contract, unless replaced, with advance approval of the DIS Project Manager and as further defined in the section titled **Vendor Account Manager**.

“**Warranty Period**” shall mean the period of time as set forth in the section titled **Software Warranty** wherein Vendor warrants that the Equipment shall be in good operating condition and shall conform to the Specifications.

“**Work Product**” shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

Contract Term

2. Term

- 2.1. This Master Contract’s initial term shall be three (3) years, commencing upon the Effective Date.
- 2.2. This Master Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS’s option and shall be effected by DIS giving written notice of its intent to extend this Contract to Vendor not less than thirty (30) calendar days prior to the then-current Contract term’s expiration and Vendor accepting such extension prior to the then-current Contract term’s expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3. Survivorship

All license and purchase transactions executed pursuant to the authority of this Master Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and

context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Vendor; Date Warranty; No Surreptitious Codes Warranty; Vendor Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor's Records; Patent and Copyright Indemnification; Vendor's Proprietary Information; Disputes; and Limitation of Liability**, and shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Vendor agrees to provide the Products and Services at the Prices set forth in Schedule A. Prices shall not increase during the term of the Master Contract. No other Prices shall be payable to Vendor for implementation of Vendor's Response.
- 4.2. Discount levels for Products may not be decreased and Services Prices for Services may not be increased during the term of the Contract.
- 4.3. If Vendor reduces its Prices for any of the Services during the term of this Contract, Purchasers shall have the immediate benefit of such lower Prices for new purchases. Vendor shall send notice to the DIS Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.
- 4.4. At least one hundred twenty (120) calendar days before the end of the then-current term of this Contract, Vendor may propose Service rate increases by written notice to the DIS Contract Administrator. Any such percentage increase shall not be greater than five percent (5%) plus the percentage increase in the Consumer Price Index (as reported by the Bureau of Labor Statistics) for the prior annual reporting period. Price adjustments will be taken into consideration by DIS when determining whether to extend this Contract.
- 4.5. Vendor agrees all the Prices, terms, warranties, and benefits provided in this Contract are competitive with the terms presently being offered by Vendor to any other governmental entity purchasing the same quantity under similar terms. In the event DIS determines that other U.S. state governmental entities are being offered better prices and terms than those offered under this Contract, Vendor agrees to increase the discounts offered under this Contract for subsequent purchases as mutually agreed.

5. Advance Payment Prohibited

No advance payment shall be made for the Software and Services furnished by Vendor pursuant to this Contract.

6. Taxes

- 6.1. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal

property. Purchaser, as an agency of Washington State government, is exempt from property tax.

- 6.2. Vendor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

7. Invoice and Payment

- 7.1. Vendor will submit properly itemized invoices to Purchaser at the address specified by purchaser. Invoices shall provide and itemize, as applicable:
 - a) Purchaser Contract number T09-MST-155;
 - b) Vendor name, address, phone number, and Federal Tax Identification Number;
 - c) Description of Software, including quantity ordered;
 - d) Date(s) of delivery and/or date(s) of installation and set up;
 - e) Price for each item, or Vendor's list Price for each item and applicable discounts;
 - f) Maintenance charges;
 - g) Net invoice Price for each item;
 - h) Applicable taxes;
 - i) Shipping costs;
 - j) Other applicable charges;
 - k) Total invoice Price;
 - l) DIS Master Contract Administration Fee (0.5% or 0.005 of the total purchase price);
 - m) Payment terms including any available prompt payment discounts.
- 7.2. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Software or Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.
- 7.3. Purchaser shall pay maintenance and support charges on an annual basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.
- 7.4. Incorrect or incomplete invoices will be returned by Purchaser to Vendor for correction and reissue.
- 7.5. The Purchaser Contract number T09-MST-155 must appear on all bills of lading, packages, and correspondence relating to this Contract.
- 7.6. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.
- 7.7. If Purchaser fails to make timely payment, Vendor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Vendor's bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Software or receipt of Vendor's properly prepared invoice, whichever is later.

8. Overpayments to Vendor

Vendor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, Purchaser may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Software License

9. License Grant

- 9.1. In conjunction with the terms of Schedule C, *Safenet Software License Agreement*, Vendor grants to Purchaser a non-exclusive, fully-paid-up, perpetual, irrevocable, transferable (among State agencies) license to use the Software and related documentation according to the terms and conditions of this Contract.
- 9.2. Purchaser will not decompile or disassemble any Software provided under this Contract or modify Software that bears a copyright notice of any third party without the prior written consent of Vendor or Software owner.
- 9.3. Purchaser may copy each item of Software to a single hard drive.
- 9.4. Purchaser will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. Purchaser may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents. Purchaser may use backup or archival copies of the Software, without reinstallation or interruption of production copy(ies), for disaster recovery exercises at its disaster recovery site(s), without additional charge. Purchaser may make these backup or archival copies available to the disaster recovery site(s)' employees who require use of the Software in order to assist Purchaser with disaster recovery exercises. Purchaser agrees that production use of the Software at the disaster recovery site(s) shall be limited to times when Purchaser's facilities, or any portion thereof, are inoperable due to emergency situations.
- 9.5. Freedom of Use. Vendor understands that Purchaser may provide information processing services to other users that are agencies of state government and other tax-supported entities. Vendor further understands that Purchaser or other users that are agencies of state government and other tax-supported entities may provide services to the public through Internet applications. Software delivered hereunder may be used in the delivery of these services. Vendor acknowledges and agrees that such use of Software products is acceptable under the licensing agreements contained herein.

10. Software Ownership

Vendor shall maintain all title, copyright, and other proprietary rights in the Software. Purchaser does not acquire any rights, express or implied, in the Software, other than those specified in this Contract. Vendor hereby warrants and represents to Purchaser that Vendor is the owner of the Software licensed hereunder or otherwise has the right to grant to Purchaser the licensed rights to the Software provided by Vendor through this Contract without violating any rights of any third party worldwide. Vendor represents and warrants that Vendor has the right to license the Software to Purchaser as provided in this Contract and that Purchaser's use of the Software and documentation within the terms of this Contract will not infringe upon any copyright, patent,

trademark, or other intellectual property right worldwide or violate any third party's trade secret, contract, or confidentiality rights worldwide. Vendor represents and warrants that: (i) Vendor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Vendor has no actual knowledge that the Software infringes upon any patents, copyrights, or trade secrets of any third party.

11. Purchaser Ownership/Rights in Data

- 11.1. Under this Contract, Vendor may be required to provide/deliver to Purchaser certain documents ("Reports"), e.g., design documents, architecture documents, network documentation, etc., prepared by Vendor in response to requests made by Purchaser and as provided for under the Services terms. In all cases, "Reports" are text/image documents. Reports do not include, and Vendor does not develop, custom software or code under this Contract.
- 11.2. Purchaser shall own the Reports and except for any Vendor pre-existing Proprietary Information and Retained Rights, as defined below, Purchaser shall own the copyright in the Reports and is entitled to make copies of the Reports for Washington state and local government purposes. Purchaser does not have the right to make such Reports generally available to the public, except in response to requests for public disclosure of the Reports under chapter 42.56 RCW. Purchaser may copy and distribute to a Washington state or local government entity or a third party vendor each item of the Reports as reasonably necessary for Washington state or local government purposes or in connection with the implementation of any recommendations, conclusions, or information contained in the Reports provided hereunder. Purchaser shall ensure that any third party vendor receiving a copy of any Reports shall use Vendor's Retained Rights or any Vendor pre-existing Proprietary Information in accordance with the terms of the license granted in this section 11. Purchaser shall require any such third party vendor to execute a nondisclosure agreement prior to receiving a copy of any Reports.
- 11.3. Notwithstanding anything to the contrary contained in this provision, any deliverables hereunder, e.g., Reports, will not include and Vendor will retain ownership of all rights, titles and interests in its pre-existing (or independently developed outside of this Contract) methodologies, templates, tool kits, software and tools, training materials, proprietary data and programs (and changes, additions, modifications, developments, adaptations, translations, and enhancements thereto, including any derivative works thereof, generated, created, or documented during performance of Services and preparation of Reports, or otherwise) and all of the intellectual property rights therein (including without limitation copyright, trade secrets and patent rights), any new intellectual property developed by Vendor during the course of performing Services under this Contract, and Vendor's Proprietary Information (the "Retained Rights"). Retained Rights does not include any pre-existing Purchaser information or Purchaser intellectual property rights.
- 11.4. Purchaser's right to use Vendor's Retained Rights or to use any Vendor pre-existing Proprietary Information contained in the Reports will be subject to a perpetual, non-exclusive, royalty-free, non-transferable, fully paid-up license, hereby granted to Purchaser to use such Vendor's Retained Rights or use such Vendor pre-existing Proprietary Information for Washington state and local government purposes and not for the benefit of third parties, except to the extent permitted under Subsection 11.2.

11.5. Without limiting the terms of this Section 11 **Purchaser Ownership/Rights in Data**, or Section 25 **Protection of Purchaser's Confidential Information**, or Section 52 **Vendor's Proprietary Information**, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information in the Reports that were developed pursuant to this Contract by Vendor and/or Purchaser personnel and retained in the unaided memory of such personnel in non-tangible form, (with non-tangible not to include electronic or digital copies of works), may be used by either party without an obligation to account, in any way that it deems appropriate, including by or for its clients or Purchasers, provided however, that the foregoing shall not be construed as granting a license to either party under the other party's patent or the other party's intellectual property rights. Vendor is in the business of providing services for a wide variety of clients, and Purchaser understands that Vendor will continue these activities.

12. Software Specifications

All Software will conform to its Specifications. Vendor warrants that the Products delivered hereunder shall perform in conformance with the Specifications.

13. Compliance with Standards

Vendor represents that all Software and elements thereof, including but not limited to, documentation and source code, shall meet and be maintained by Vendor to conform to the standards set forth in the RFQQ and applicable industry standards.

14. Date Warranty

Vendor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

15. Physical Media Warranty

15.1. Vendor warrants to Purchaser that each licensed copy of the Software provided by Vendor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty"). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of Acceptance of the Software copy by Purchaser.

- 15.2. Vendor shall replace, at Vendor's expense including shipping and handling costs if applicable, any Software copy provided by Vendor that does not comply with this warranty.

16. No Surreptitious Code Warranty

- 16.1. Vendor warrants to Purchaser that no licensed copy of the Software provided to Purchaser contains or will contain any Self-Help Code nor any Unauthorized Code as defined below. Vendor further warrants that Vendor will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Vendor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict Purchaser's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to Purchaser under this Contract. The warranty is referred to in this Contract as the "No Surreptitious Code Warranty."
- 16.2. As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.
- 16.3. As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.
- 16.4. Vendor will defend Purchaser against any claim, and indemnify Purchaser against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

17. Reauthorization Code Required

Vendor's Software shall not require a reauthorization code in order for the Software to remain functional upon Purchaser's movement of the Software to another computer system.

18. Software Documentation

Vendor will provide two (2) complete sets of documentation for each Software order, including technical, maintenance, and installation information. Vendor shall also provide two (2) complete sets of documentation for each updated version of Software that Vendor provides pursuant to the **Software Upgrades and Enhancements** section. Vendor shall provide the documentation on or before the date Vendor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Vendor's Software documentation shall be comprehensive, well structured, and indexed for easy reference. If Vendor maintains its technical, maintenance and installation documentation on a web site, Vendor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Vendor may also provide such information on CD-ROM or other suitable and comparable electronic format.

Vendor's Responsibilities

19. Software Warranty

Vendor warrants that the Software shall be in good operating condition and shall conform to the Specifications for a period 90 days - the Warranty Period. This Warranty Period begins the first day after the Acceptance Date. Vendor shall replace all Software that is defective or not performing in accordance with the Specifications, at Vendor's sole expense.

20. Software Upgrades and Enhancements

Based upon the level of Support and Maintenance selected by Purchaser as outlined in Exhibit B, and Schedule A, Vendor shall:

- 20.1. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware within the scope defined in the **Specifications**;
- 20.2. Supply at no additional cost to all Purchasers who select the Plus Service Plan and at a discount to all Purchasers who select the Extended Service Plan, updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to Purchaser; and

21. Software Maintenance and Support Services

Vendor shall provide a replacement copy or correction service at no additional cost to Purchaser for any error, malfunction, or defect in Software that, when used as delivered, fails to perform in accordance with the Specifications and that Purchaser shall bring to Vendor's attention. Vendor shall undertake such correction service as set forth in Exhibit B and in accordance with the level of support selected by Purchaser, and relevant subsections below, and shall use its best efforts to make corrections in a manner that is mutually beneficial. Vendor shall disclose all known defects and their detours or workarounds to Purchaser.

In addition, Vendor shall provide the following Services as set forth in Exhibit B and in accordance with the level of support selected by Purchaser:

- 21.1. Help Desk Services. Vendor shall provide Help Desk Services for reporting errors and malfunctions and trouble shooting problems. Vendor's Help Desk Services shall be by *toll-free telephone lines - (800) 545-6608, or online at <http://c3.safenet-inc.com/secure.asp>, or via email at support@safenet-inc.com*. Vendor's Help Desk Services shall include but are not limited to the following Services:
 - a) Assistance related to questions on the use of the subject Software;
 - b) Assistance in identifying and determining the causes of suspected errors or malfunctions in the Software;
 - c) Advice on detours or workarounds for identified errors or malfunctions, where reasonably available;
 - d) Information on errors previously identified by Purchaser and reported to Vendor and detours to these where available; and
 - e) Advice on the completion and authorization for submission of the required form(s) reporting identified problems in the Software to Vendor.

- 21.2. On-line Support. Vendor may execute on-line diagnostics from a remote Vendor location solely to assist in the identification and isolation of suspected Software errors or malfunctions.
- 21.3. Error and Malfunction Service. Within a commercially reasonable time of receiving oral or written notification by Purchaser of identified errors or malfunctions in the Software, Vendor will use best efforts to provide timely and appropriate corrective action by delivery of a service pack or other comparable method that corrects Error or Malfunction.
- 21.4. When Vendor performs Services pursuant to this Contract that require the use of Purchaser's equipment, Purchaser agrees to make the equipment available at reasonable times and in reasonable time increments, and in no event will Purchaser charge Vendor for such use.
- 21.5. Maintenance Release Services. Vendor will provide error corrections and maintenance releases to the Software that have been developed by Vendor at no additional cost to Purchaser. Such releases shall be licensed to Purchaser pursuant to the terms and conditions of this Contract. Each maintenance release will consist of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform Purchaser of the problems resolved including any significant differences resulting from the release that are known by Vendor. Vendor agrees that each maintenance release of Software will be compatible with the then-current unaltered release of Software applicable to the computer system.

22. Vendor Commitments, Warranties and Representations

Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

23. Training

Vendor agrees to provide training as set forth in Exhibit B, in accordance with the requirements set forth in Exhibit A.

24. Minority and Women's Business Enterprise (MWBE) Participation

With each invoice for payment and within thirty (30) days of Contract Administrator's request, Vendor shall provide an *Affidavit of Amounts Paid*. The *Affidavit of Amounts Paid* shall either state that Vendor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Contract. Vendor shall maintain records supporting the *Affidavit of Amounts Paid* in accordance with this Contract's **Review of Vendor's Records** section.

25. Protection of Purchaser's Confidential Information

- 25.1. Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist

of information that is exempt from disclosure to the public or other unauthorized persons under either chapter RCW 42.56 or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or or information identifiable to an individual that relates to any of these types of information, except where already made available to the public through other means such as by Purchaser directly. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

- 25.2. Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser’s option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser’s Confidential Information.
- 25.3. DIS reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 25.4. Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

26. **Purchaser Use of Master Contract**

- 26.1. This Master Contract may only be used by Purchasers who have a Customer Service Agreement with DIS and is not for personal use. Purchaser shall comply with all the terms and conditions of this Master Contract, including but not limited to Vendor’s software license terms, **License Grant, Schedule B, Export Restrictions and Vendor’s Proprietary Information**.
- 26.2. Reference of this Master Contract Number and/or Purchaser’s signature on the Order Document signifies agreement to comply with these requirements. Failure to abide by these requirements may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.

27. **Export Restrictions**

Purchaser shall not transport or transmit, directly or indirectly, the Software or any technical data received from Vendor, nor the direct product derived there from, outside the United States or Canada without Vendor’s prior written consent and without complying with all export laws and regulations of the United States.

Contract Administration

28. Legal Notices

28.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Vendor at:

Computer Consultants International, Inc.
10949 W. Villa Monte Dr.
Mukilteo, WA 98275

Attn:

Arshia Tayyab

To Purchaser at:

State of Washington
Department of Information Services

Attn:

TSD Contract Administrator

If by US postal Service: If by Overnight Courier:

PO Box 42445
Olympia, WA 98504

2411 Chandler Court SW
Olympia, WA 98502

Phone: (800) 493-2105 x201
Fax: (800) 493-2105
E-mail: arshi@cci-worldwide.com

Phone: (360) 725-4200
Fax: (360) 664-0711
E-mail: mcadmin@dis.wa.gov

28.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

28.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Software or Services provided pursuant to this Contract is served upon Vendor, DIS or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor, DIS and Purchaser further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

29. Vendor Account Manager

Vendor shall appoint an Account Manager for Purchaser's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for Purchaser concerning Vendor's performance under this

Contract. Vendor shall notify Purchaser Contract Administrator and Purchaser Project Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager: John Zamorra

Address: 10949 W. Villa Monte Dr, Mukilteo, WA 98275

Phone:

(800) 493-2105 x 300

Fax:

800-493-2105

E-mail:

dar-wa@cci-worldwide.com

30. Section Headings, Incorporated Documents and Order of Precedence

- 30.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 30.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.
 - a) Schedules A, B and C;
 - b) DIS' RFQQ dated October 20, 2008;
 - c) Vendor's Response to DIS' RFQQ dated December 5, 2008;
 - d) The terms and conditions contained on Purchaser's purchase documents, if used; and
 - e) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Purchaser and used to effect the sale of Software to Purchaser.
- 30.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
 - a) Applicable federal and state statutes, laws, and regulations;
 - b) Sections of this Contract;
 - c) Schedule A, B, and C;
 - d) DIS's RFQQ dated October 20, 2008;
 - e) Vendor's Response to DIS' RFQQ dated December 5, 2008;
 - f) The terms and conditions contained on Purchaser's order documents, if used; and
 - g) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Purchaser and used to effect the sale of Software to Purchaser.

31. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

32. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Vendor Contracting Officers. Only DIS Contracting Officer shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of DIS.

33. Additional Products and Services

Vendor may submit new Products and Services with associated discounts or prices to the DIS Contract Administrator. New or changed Products and Services submitted by Vendor shall meet all mandatory requirements of the RFQQ (Exhibit A). Additional Products or Services that are determined by DIS to be appropriate to the scope of this Master Contract, may be added to this Master Contract (Schedule A) by an instrument in writing, signed by both Vendor and DIS. Such writing shall include a specific description of the additional Services and/or Products, pricing, and additional terms and conditions as relevant.

34. Independent Status of Vendor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

35. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this Contract or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

36. Subcontractors

Vendor may, with prior written permission from DIS Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Vendor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Vendor to Purchaser for any breach in the performance of Vendor's duties. For purposes of this Contract, Vendor agrees that all Subcontractors shall be held to be agents of Vendor. Vendor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employee, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Ownership/Rights in Data, and Software Ownership** sections of this Contract occasioned by the acts or omissions of Vendor's Subcontractors, their agents or employees. The

Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Ownership/Rights in Data, Software Ownership, Publicity and Review of Vendor's Records sections of this Contract shall apply to all Subcontractors.

37. Assignment

- 37.1. With the prior written consent of the DIS Contract Administrator, which consent shall not be unreasonably withheld, Vendor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- 37.2. DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

38. Publicity

- 38.1. The award of this Master Contract to Vendor is not in any way an endorsement of Vendor or Vendor's products by DIS and shall not be so construed by Vendor in any advertising or other publicity materials.
- 38.2. Vendor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Vendor wherein DIS or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS or Purchaser's name therewith may, in DIS or Purchaser's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser *prior* to such use, which consent shall not be unreasonably withheld.

39. Review of Vendor's Records

- 39.1. Vendor and its Subcontractors shall maintain, records, and documents relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.
- 39.2. All such records shall be subject at reasonable times and upon prior notice, no less than 30 days, to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Vendor shall provide access to these items within Thurston County, or other location mutually agreed upon by Vendor and DIS.

- 39.3. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.
- 39.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor's and its Subcontractors' cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

General Provisions

40. Patent and Copyright Indemnification

- 40.1. Vendor, at its expense, shall defend, indemnify, and save Purchaser harmless from and against any claims against Purchaser that any Product supplied hereunder, or Purchaser's use of the Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Vendor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by Purchaser provided that Purchaser:
 - a) Promptly notifies Vendor in writing of the claim, but Purchaser's failure to provide timely notice shall only relieve Vendor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Vendor; and
 - b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.
- 40.2. If such claim has occurred, or in Vendor's opinion is likely to occur, Purchaser agrees to permit Vendor, at its option and expense, either to procure for Purchaser the right to continue using the Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product is enjoined by a court and Vendor determines that none of these alternatives is reasonably available, Vendor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Vendor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and Purchaser will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Vendor.
- 40.3. Vendor has no liability for any claim of infringement arising solely from:
 - a) Vendor's compliance with any designs, specifications or instructions of Purchaser;
 - b) Modification of the Product by Purchaser or a third party without the prior knowledge and approval of Vendor; or
 - c) Use of the Product in a way not specified by Vendor;

unless the claim arose against Vendor's Product independently of any of these specified actions.

41. Save Harmless

Vendor shall defend, indemnify, and save DIS or Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligation to defend, indemnify, and save DIS or Purchaser harmless shall not be eliminated or reduced by any alleged concurrent DIS' or Purchaser's negligence.

42. Insurance

42.1. Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to DIS within one (1) Business Day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS's sole option, result in this Contract's termination.

42.2. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- c) Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease; and
- d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
- e) Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, conditioned upon subsection Section 42.3 below, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and

42.3. Vendor shall pay premiums on all insurance policies. Such insurance policies shall name DIS as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number T09-MST-155 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.

- 42.4. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 42.5. Vendor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- 42.6. Vendor shall furnish DIS with copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS's sole option, result in this Contract's termination.
- 42.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to Purchaser in this Contract.

43. Industrial Insurance Coverage

For Vendors that have operations in Washington, prior to performing work under this Contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. DIS, or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

44. Licensing Standards

Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

45. OSHA/WISHA

Vendor represents and warrants that its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Vendor agrees to indemnify and hold DIS and Purchaser harmless from all damages assessed against DIS and Purchaser as a result of the failure of the Products furnished under this Contract to so comply.

46. Uniform Commercial Code (UCC) Applicability

- 46.1. Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by any applicable sections of the Uniform Commercial Code (UCC) as set forth in Title 62A RCW.

46.2. In the event of any clear inconsistency or contradiction between this Contract and the UCC, the terms and conditions of this Contract take precedence and shall prevail unless otherwise provided by law.

47. Antitrust Violations

Vendor, DIS, and Purchaser recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Vendor hereby assigns to DIS any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

48. Compliance with Civil Rights Laws

During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Vendor may be declared ineligible for further contracts with Purchaser.

49. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

50. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

51. Treatment of Assets

51.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Vendor, for which Vendor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the **Ownership/Rights in Data** section. As used in this section **Treatment of Assets**, if the "property" is Vendor's proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.

51.2. Any Purchaser property furnished to Vendor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

51.3. Vendor shall be responsible for any loss of or damage to property of Purchaser that results from Vendor's negligence or that results from Vendor's failure to maintain and administer that property in accordance with sound management practices.

- 51.4. Upon loss or destruction of, or damage to any Purchaser property, Vendor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 51.5. Vendor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.
- 51.6. All reference to Vendor under this section shall also include Vendor's employees, agents, or Subcontractors.

52. Vendor's Proprietary Information

Vendor acknowledges that Purchase is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.56 RCW, Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, Purchaser will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

Disputes and Remedies

53. Disputes

- 53.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Vendor or DIS and Vendor, and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
- 53.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
 - a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
 - b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
 - c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 53.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

- 53.4. Purchaser or DIS and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 53.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided Purchaser pays Vendor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

54. Attorneys' Fees and Costs

- 54.1. If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.
- 54.2. In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

55. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

56. Failure to Perform

If Vendor fails to perform any substantial obligation under this Contract, DIS shall give Vendor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Vendor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Vendor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

57. Limitation of Liability

- 57.1. The parties agree that neither Vendor, DIS, nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a Data Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **OSHA/WISHA**, **Termination for Default**, and **Review of Vendor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.
- 57.2. Neither Vendor, DIS, nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor, DIS,

or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, DIS, Purchaser, or their respective Subcontractors.

- 57.3. If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.
- 57.4. Neither Vendor, DIS, nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

58. Termination for Default

- 58.1. If either DIS or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. DIS reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Vendor from incurring additional obligations of funds during investigation of any alleged Vendor compliance breach and pending corrective action by Vendor or a decision by DIS to terminate the Contract.
- 58.2. In the event of termination of this Master Contract by DIS, DIS shall have the right to procure the Products and Services that are the subject of this Contract on the open market and Vendor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Products and Services and the replacement costs of such Products and Services acquired from another Vendor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other costs to DIS resulting from Vendor's breach. DIS shall have the right to deduct from any monies due to Vendor, or that thereafter become due, an amount for damages that Vendor will owe DIS for Vendor's default.
- 58.3. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.
- 58.4. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

59. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, the DIS Contract Administrator may terminate this Contract, in whole or in part, by fourteen (14) calendar days written notice to Vendor. If this Contract is so terminated, Purchaser is liable only for payments required by the terms of this Contract for Software and Services received and Accepted by Purchaser prior to the effective date of termination.

60. Termination for Withdrawal of Authority

In the event that DIS' or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DIS may terminate this Contract by seven (7) calendar days written notice to Vendor. No penalty shall accrue to DIS in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract in order to acquire similar Services from a third party.

61. Termination for Non-Allocation of Funds

If funds are not allocated to DIS or Purchaser to continue this Contract in any future period, DIS may terminate this Contract by seven (7) calendar days written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract in order to acquire similar Services from a third party.

62. Termination for Conflict of Interest

DIS may terminate this Master Contract by written notice to Vendor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is so terminated, DIS shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

63. Termination Procedure

- 63.1. In addition to the procedures set forth below, if DIS terminates this Contract, Vendor shall follow any procedures DIS specifies in DIS' Notice of Termination.
- 63.2. Upon termination of this Contract, DIS, in addition to any other rights provided in this Contract, may require Vendor to deliver to DIS any property, Products, or Work Products specifically produced or acquired for the performance of such part of this Contract as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.
- 63.3. Unless otherwise provided herein, Purchaser shall pay to Vendor the agreed-upon price, if separately stated, for the Products or Services received and Accepted by DIS or Purchaser, provided that in no event shall DIS or Purchaser pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section

of this Contract. DIS may withhold from any amounts due Vendor such sum as DIS determines to be necessary to protect DIS from potential loss or liability.

- 63.4. Vendor shall pay amounts due Purchaser as the result of termination within thirty (30) calendar days of notice of amounts due. If Vendor fails to make timely payment, Purchaser may charge interest on the amounts due at one percent (1%) per month until paid in full.

64. Covenant Against Contingent Fees

- 64.1. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Vendor.
- 64.2. In the event Vendor breaches this section, DIS shall have the right to either annul this Contract without liability to DIS, or, in DIS's discretion, deduct from payments due to Vendor, or otherwise recover from Vendor, the full amount of such commission, percentage, brokerage, or contingent fee.

Activity Reporting and Administration Fee

65. DIS Master Contract Administration Fee and Collection

- 65.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Vendor and remitted to DIS.
- 65.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 65.3. Vendor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator along with the Master Contract Activity Report.

66. Activity Reporting

- 66.1. Vendor shall submit to the DIS Contract Administrator a monthly Activity Report of all Services and Equipment purchased under this Master Contract. The report shall identify:
- a) This Master Contract number;
 - b) The month in which the purchase occurred;
 - c) Each Purchaser making purchases during that quarter (identified and grouped by state, local or educational entity);
 - d) The total purchases by each purchaser;
 - e) The total invoice price (excluding sales tax) for each Purchaser;
 - f) The sum of all purchase prices (excluding sales tax) for all Purchasers; and
 - g) The amount of the DIS Master Contract Administration Fee.
- 66.2. Vendor is required to submit reports electronically, in either Microsoft Word or Excel format. Vendor shall submit electronic report via email to mcadmin@dis.wa.gov.
- 66.3. The Activity Report and the DIS Master Contract Administration Fee shall be submitted on a quarterly basis in accordance with the following schedule:

For activity in months: Report & Fee Due:

January, February, March:	April 15th
April, May, June:	July 15th
July, August, September:	October 15th
October, November, December:	January 15th

- 66.4. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Vendor.
- 66.5. Monthly Activity Reports are required even if no activity occurred. Upon request by DIS, Vendor shall provide, in the format requested, the contact information for all Purchasers during the term of the Master Contract.

67. Failure to Remit Reports/Fees

- 67.1. Failure of Vendor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Vendor, which may result in DIS terminating this Master Contract with Vendor.
- 67.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract. Vendor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.
- 67.3. The DIS Contract Administrator will notify Vendor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Vendor to a forfeiting Purchaser may be considered failure to perform by Vendor.
- 67.4. If the performance issues are resolved, DIS, at its option, may reinstate a Vendor's participation or a Purchaser's right to purchase.

Contract Execution

68. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

69. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

Signatures appear on the following page

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this ____ day of February 2009.

Approved
State of Washington
Department of Information Services

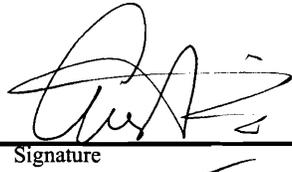


Signature

Print or Type Name
Date 3/18/09

Title
Asst Director, Telecom Svs

Approved
Computer Consultants International, Inc.



Signature

Print or Type Name Arshia Tayyab
Date 3/12/2009

Title
President & CEO

Approved as to Form
State of Washington
Office of the Attorney General

Signature

Print or Type Name
Assistant Attorney General

Title
Date

Vendor Information
Vendor's UBI Number: 601931694
Minority or Woman Owned Business Enterprise Yes <u>M4F9620365</u> No <input type="checkbox"/> (Certification Number)

SCHEDULE A
AUTHORIZED PRODUCT AND PRICE LIST
EFFECTIVE – MARCH 2009

Description	Quantity	List Price	DIS Price
ProtectDrive 8.x and 9.x electronic delivery: need customer email			
	1-500	\$ 115.00	\$ 37.50
	501-1,000	\$ 75.00	\$ 32.00
	1,001-5,000	\$ 49.00	\$ 19.85
	5,001-10,000	\$ 58.00	\$ 16.25
	10,001+	\$ 40.00	\$ 13.50
ProtectFile 3.x electronic delivery: need customer email			
	1-500	\$ 115.00	\$ 115.00
	501-1000	\$ 81.00	\$ 81.00
	1001-5000	\$ 69.00	\$ 69.00
	5001-10000	\$ 58.00	\$ 58.00
	10,001+	on request	on request
Bundle			
ProtectDrive 8.x and 9.x electronic Delivery: need customer email	1-500	NA	\$ 48.40
ProtectFile 3.x electronic delivery: need customer email	501-1,000	NA	\$ 42.40
	1,001-5000	NA	\$ 27.88
	5,001-10,000	NA	\$ 23.80
	10,001+	NA	\$ 19.68
Maintenance			
5x9 Maintenance (Extended Support Plan)		18%	18%
7x24 Maintenance (Plus Support Plan)		24%	24%
Technical Support			
Standard Product Warranty Coverage		Free	Free
Basic Technical Support is free, the Maintenance product above provides optional extra protection/solutions			
Professional Services			
Installation Support Services Specialist per 8-hour day (minimum 2 days)		\$ 1,800.00	\$ 1,800.00
Information Technology Specialist Consultation per 8-hour day		\$ 1,800.00	\$ 1,800.00
Travel and expenses not included and will be billed based on actual cost		varies	varies
Training			
Webinar, 2 hour session		\$ 750.00	\$ 750.00
SafeNet, Inc. Standard course per day, 8 students (Belcamp, MD)		\$ 2,000.00	\$ 2,000.00
On Customer site, standard course per day 8 students plus T&E		\$ 2,875.00	\$ 2,875.00
Custom Training course onsite, separate quote		on request	on request

SCHEDULE B
MINORITY AND WOMEN'S BUSINESS ENTERPRISE CERTIFICATION

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, DIS goals for acquisitions have been established as follows: 12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %
Computer Consultants International, Inc.	M4F9620365	100%

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %
Computer Consultants International, Inc.	M4F9620365	100%

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification:

Computer Consultants International, Inc.

Schedule C

Software License Agreement

SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THIS SOFTWARE. BY DOWNLOADING OR INSTALLING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU MAY NOT INSTALL OR USE THIS SOFTWARE.

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6. No Warranty.

THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAFENET DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAFENET DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN

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7. Limitation of Liability.

IN NO EVENT WILL SAFENET BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SAFENET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAFENET'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL BE EQUAL TO THE PURCHASE PRICE, BUT SHALL IN NO EVENT EXCEED \$1,000. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Export Restrictions.

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9. Audit Rights.

SAFENET SHALL HAVE THE RIGHT, AT ITS OWN EXPENSE, UPON REASONABLE PRIOR NOTICE, TO PERIODICALLY INSPECT AND AUDIT YOUR RECORDS TO ENSURE YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

10. Termination.

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If the Software and Documentation is acquired by the U.S. Government or on its behalf, the Software is furnished with "RESTRICTED RIGHTS," as defined in Federal Acquisition Regulation ("FAR") 52.227-19(c)(2), and DFAR 252.227-7013 to 7019, as applicable. Use, duplication or disclosure of the Software and Documentation by the U.S. Government and parties acting on its behalf is governed by and subject to the restrictions set forth in FAR 52.227-19(c)(1) and (2) or DFAR 252.227-7013 to 7019, as applicable.

12. General.

This License Agreement shall be construed, interpreted and governed by the laws of the State of Delaware without regard to conflicts of laws and provisions thereof. The exclusive forum for any disputes arising out of or relating to this License Agreement shall be an appropriate federal or state court sitting in Harford County, State of Maryland, USA. This License Agreement shall constitute the entire Agreement between the parties hereto. This License Agreement, the rights granted hereunder, the Software and Documentation shall not be assigned by you without the prior written consent of SafeNet. Any waiver or modification of this License Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this

License Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall be interpreted so as to reasonably effect the intention of the parties.

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STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
1500 Jefferson, Olympia, WA 98504

February 16, 2011

John Zamarra
Computer Consultants International, Inc.
10949 W. Villa Monte Drive
Mukilteo, WA 98275

RE: Extension of Contract T09-MST-155

Dear Mr. Zamarra:

The master contract for data at rest encryption software between Computer Consultants International, Inc. and the Department of Enterprise Services (DES) is currently scheduled to expire on March 17, 2012. Under Section 2.2 of that agreement, the contract may be extended for an additional one year term upon DES providing written notice of its intent to extend the contract.

This letter expresses the intent of DES to extend this contract for an additional one year term, from March 18, 2012 to March 17, 2013. Please indicate the acceptance of this extension by signing this letter in the space below and returning the fully executed document to the following address:

James W. Gayton
Department of Enterprise Services
1500 Jefferson Street SE
P.O. Box 42445
Olympia, WA 98504-2445

If you have any questions or concerns, please do not hesitate to contact James Gayton at (360) 407-8771. Thank you for your attention to this matter.

Sincerely,

Joyce Turner
Director

ACKNOWLEDGE & ACCEPTED

John Zamarra Title:

Date:

Arshia Tayyab

President & CEO

March 1, 2012

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Master Contracts and Consulting 1500 Jefferson Street SW • Olympia, Washington 98501 • (360) 407-2210 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number: T09-MST-155 (09312)	Date Issued: March 6, 2013
	Amendment Number: 13-02	Date Effective: Upon MMC Signature
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

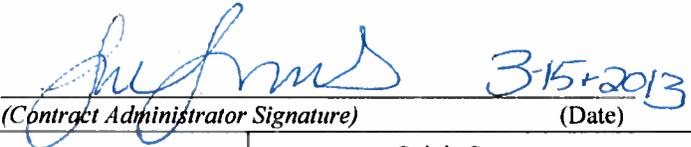
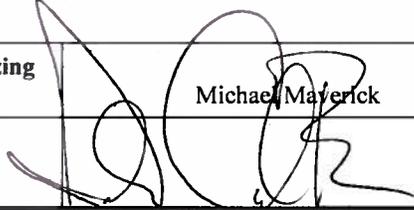
This Amendment 13-02 to Agreement Number T09-MST-155, together with all schedules and amendments, dated March 18, 2009 (the "Agreement") is entered into by the Department of Enterprise Services, an agency of the State of Washington ("DES"), and Computer Consultants International, Inc. ("Contractor").

Pursuant to Section 32 of the Agreement, the parties agree to amend the Agreement as follows:

- The Agreement shall be extended one (1) additional year to March 17, 2014.
- All other terms and conditions of the Agreement and all schedules and amendments thereto shall remain in full force and effect.

Authorizing Signatures

This contract amendment, consisting of this one page with no attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		For State:	
 (Contractor Authorized Representative Signature) (Date)		 (Contract Administrator Signature) (Date)	
	Arshia Tayyab		Sylvia Sammons
Telephone No.	800-493-2105 x 201	Telephone No.	360.407.8226
Email:	arshi@cci-worldwide.com	Email:	sylvia.sammons@des.wa.gov
DES Approval			
MCC Authorizing Manager:	Michael Maverick	Date:	3-15-2013
Signature:		Email:	michael.maverick@des.wa.gov
		Phone:	360.407.9432

for mm.