

## Master Services Agreement

This Master Services Agreement (this “MSA”) is made effective as of <<Date>> (the “Effective Date”) between Aurigo Software Technologies Inc, having its registered office at 8310-2 N Capital of Texas Highway, Prominent Pointe II, Suite 100, Austin, TX 78731 (hereinafter referred to as “Aurigo”) and City of Redmond having its principal place of business at P.O. Box 97010, Redmond, WA 98073-9710 (hereinafter referred to as “Customer”) (Aurigo and Customer are collectively referred to as the “Parties” and individually referred to as a “Party”).

**Whereas**, the Parties, based on their mutual discussions and negotiations, propose to enter into a contract governing the delivery of Aurigo Masterworks (the “Aurigo Software”) to Customer;

**Whereas**, Customer, upon approval of the proposal, intends to enter simultaneously into a Software Subscription Agreement directly with Aurigo for the use of the Aurigo Software which will govern the rights and usage of the SaaS software;

**Whereas**, Aurigo agrees to perform certain services described on Schedule B (herein referred to as the “Services”), at the rates also specified in Schedule B with the intent of delivering the Aurigo Software and related services; and

**Whereas**, Customer shall actively participate in the Services by providing the resources and subject matter expertise required for Aurigo to deliver the Services; and

**Whereas**, the Parties are entering into this Agreement for the purposes of these Services, separate from the Service Subscription Agreement;

### **Now, Therefore,**

In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree to as follows:

#### **1. DEFINITIONS**

“Authorized Representatives” are employees designated by each Party as their respective authorized agents for communications.

“Confidential Information” means all terms and conditions in this Agreement, and any and all financial, sales, marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Services and all know-how and trade secrets, relating to, contained in, or embodied in the Services, technical, research, development or other business data and information of the Parties (whether communicated orally, visually, in writing, or in any other recorded or tangible form) which is not in the public domain and which: (a) either Party has marked as confidential or proprietary, (b) either Party, orally or in writing, has advised the other Party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

“Customer Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, other content and material, and software programs including source code for such programs, that Customer or its Users provide and load onto, or create using, any SaaS. Aurigo Intellectual Property and all Derivative Work thereof, do not fall within the meaning of the term “Customer Content.” The term “Customer Content” does not apply to any test data.

“Deliverables” means the materials, SaaS, and Services to be provided by Aurigo to Customer under this

MSA.

“Derivative Work” means modifications to and creation of forms, workflows, dashboards, and reports within Aurigo Masterworks. Subject to Customer’s payment of undisputed subscription fees due to Aurigo, Aurigo hereby grants to Customer a non-exclusive license to prepare derivative works based on materials, including any and all modifications thereto, owned and developed independently by Aurigo prior to the reparation of its proposal and used to provide Services under this Agreement. Aurigo shall retain ownership interest in any modifications, enhancements, improvements, or derivative works of the foregoing, irrespective of their date of creation.

“Intellectual Property” means any intellectual or industrial property rights protected or protectable under applicable law and includes copyrights, moral rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

“SaaS” means software-as-a-service and refers to the Aurigo-hosted software service or software services to which you subscribe under Software Subscription Agreement.

“Taxes” means taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.

“Term” begins on the Effective Date and means the period of time during which this Agreement is in effect, as set forth on Schedule B.

“Users” are individuals or entities authorized by Customer to access and use a Deliverable.

## **2. ORDER of PRECEDENCE**

This Master Services Agreement, along with the City of Redmond Information Privacy and Security Agreement (the “IPSA”), incorporates other attachments and documents in the following order of precedence, and together constitutes the “Agreement”. If terms in one document conflict with another the terms will be interpreted with the following sequence of validity, beginning with item 1 and ending with item 7:

1. The City of Redmond Information Privacy and Security Agreement
2. This Master Services Agreement
  - a. Schedule B – Statement of Work
  - b. Attachment A - Key requirements and pricing
3. Aurigo Service Subscription Agreement

## **3. SERVICES, FEES, PAYMENTS**

**3.1 Services.** Aurigo shall perform the Services described on Schedule B, subject to the terms and conditions of this Agreement.

**3.2 Change Control.** The Services and Deliverables to be provided pursuant to Schedule B may be amended from time to time, as mutually agreed by the Parties. Any such amendment will use the change control procedures set forth below.

- a. When a Party desires a change to this Agreement, that Party will prepare a written document (a "Change Order") describing in reasonable detail its proposed changes, to include, at a minimum, any changes in cost, schedule, and impact, if any, to the project, and will submit the proposed Change Order to the other Party for approval.
- b. A Change Order will only become effective, thereby amending this Agreement, when signed by the Parties.

**3.3 Customer Obligations.** Customer is solely responsible for all equipment used in connection with the Services, including its suitability in relation to the Services and Deliverables. Customer is solely responsible for the configuration, operation, performance and security of its equipment, networks and other computing resources, including its devices and networks used to connect to the Services.

**3.4 Use of Customer Content.** Customer hereby grants Aurigo the right to use, process and transmit, in accordance with this Agreement, Customer Content, solely in order to perform the Services and deliver the Deliverables. Aurigo will not be responsible for the interoperability of Customer Content with the Services and Deliverables, except to the extent described in the applicable Statement of Work. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

**3.5 Fees; Invoices.** Customer agrees to pay Aurigo the undisputed fees set forth on Schedule B. Aurigo will invoice Customer for all sums owed on completion of each milestone set forth on Schedule B.

**3.6 Taxes.** The fees do not include any taxes, unless stated otherwise. Customer is responsible for all taxes it is legally obligated to pay, including, but not limited to, paying Aurigo any applicable value added, sales or use taxes. If any taxes are required by law to be withheld on payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. If the Customer is tax exempt, it must provide a valid tax exemption certificate for Aurigo to exclude taxes from customer invoices.

**3.7 Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

**3.8 Payments.** Payments to Aurigo for undisputed fees are due 30 days from receiving an approved invoice. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. Customer will make payment on invoices by check or EFT. In no event shall the total of all invoices paid exceed the maximum amount payable set forth in Schedule B, and Aurigo agrees to perform all services contemplated by this agreement for no more than said maximum amount. Late payments on undisputed and invoiced amounts accrue interest at the rate of 1% per month, or the highest rate permitted by law, whichever is lower. Aurigo may suspend or cancel the Services if Customer does not pay undisputed fees in full and on time.

#### 4. TERM AND TERMINATION

- 4.1** This Agreement will become effective upon execution by the Parties and will remain in force for the Term unless terminated pursuant to this Agreement.
- 4.2** **Termination of this Agreement for Cause.** A Party may terminate this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure the breach during the Cure Period. The “Cure Period” will commence on the date the non-breaching Party gives written notice of breach to the breaching Party, specifying the nature of the breach, and will continue for a period of 30 days; provided that, notwithstanding the foregoing, there will be no period for curing or remedying a material breach by either Party of its obligations pertaining to Confidential Information. If the breaching Party fails to cure such breach within the Cure Period, the non-breaching Party may immediately, upon written notice to the breaching Party, terminate this Agreement.
- 4.3** **Termination for Insolvency.** This Agreement may be terminated by either Party, immediately upon written notice to the other Party in the event (i) the other Party files a petition for bankruptcy or is adjudicated bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within sixty (60) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other Party discontinues its business; or (v) a receiver is appointed for the other Party or its business.
- 4.4** **Effect of termination.** Upon termination, (i) Aurigo will immediately cease providing any Services to Customer, and (ii) Customer will pay Aurigo such undisputed amounts owed under Schedule B for performance rendered prior to the termination date. Termination will not result in a waiver of any remedy, legal or equitable, to which a Party may be entitled, or any claim a Party may have against the other. All provisions that by their nature should survive termination or expiration of this Agreement will so survive.

## 5. INTELLECTUAL PROPERTY AND RECORDS

- 5.1** Aurigo and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Services and all Derivative Works thereof, including all Intellectual Property rights therein. Customer shall have no right or license to use the Services except solely during the Term and in accordance with this Agreement. No other rights are granted hereunder to Customer except as expressly set forth in this Agreement.
- 5.2** Aurigo and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to Deliverables that are (a) SaaS or (b) commercial software; such Deliverables are licensed, not sold, by Aurigo to Customer.
- 5.3** Customer is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables specified in Schedule B that are Services and that are not software.
- 5.4** Customer and its Users (where applicable) are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Content, including all Intellectual Property rights therein. Aurigo shall have no right or license to use any

Customer Content except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

- 5.5** Any and all documents, drawings, reports, and other work product produced by Aurigo under this Agreement shall become the property of Customer upon payment of Aurigo's fees and charges therefore. Customer shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at Customer's risk unless such use is agreed to by Aurigo.
- 5.6** Aurigo shall keep all records related to this agreement for a period of three years following completion of the work for which Aurigo is retained. Aurigo shall permit any authorized representative of Customer, and any person authorized by Customer for audit purposes, to inspect such records at all reasonable times during regular business hours of Aurigo. Upon request, Aurigo will provide Customer with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of Aurigo, but Aurigo may charge Customer for copies requested for any other purpose.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1** Each Party represents and warrants to the other Party as follows:
  - A. it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
  - B. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and
  - C. when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 6.2** Aurigo represents and warrants to Customer that:
  - A. The Services will be provided in a professional and workmanlike manner; and
  - B. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement.
- 6.3** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE REMEDY, AND AURIGO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR DELIVERABLES WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT.

## 7. CONFIDENTIALITY

- 7.1** Aurigo and Customer shall treat the terms and conditions of this Agreement, to the extent permitted by law, as confidential and shall not disclose them to any third Party except in the furtherance of the Parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.
- 7.2** Each Party acknowledges the proprietary nature of the other Party's Confidential Information and the business advantage and opportunity provided thereby. Customer acknowledges and agrees that the Services and Deliverables, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of Aurigo, having great commercial value to Aurigo. Accordingly, each Party agrees that the Confidential Information it receives from the other Party will be disclosed only to such of its employees and agents who have a need to know such particular information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other Party or using such information except for the purposes permitted by this Agreement.
- 7.3** Nothing in this Agreement will prevent the receiving Party from disclosing the other Party's Confidential Information to the extent the receiving Party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving Party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the disclosing Party in writing of the order or request to disclose; and (iii) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 7.4** Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Services or Deliverables by Customer or any breach of the obligations under this Section 7 regarding Confidential Information by either Party. Any such breach would result in irreparable harm to the non-breaching Party and, therefore, upon any such alleged breach, the non-breaching Party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under this Agreement.
- 7.5** Aurigo recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Aurigo due to Customer's compliance with any law or court order requiring the release of public records. In the event the Customer receives a request requiring the release of Aurigo's information, Customer will provide Aurigo with notice and an opportunity to obtain a court protection pursuant to Washington State Public Records Act, Chapter 42.56 RCW.

## 8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1** Each Party (the “Indemnitor”) will defend, indemnify and hold harmless the other Party, including its officials, affiliates, officers, directors, agents, employees, and representatives (jointly and severally, the “Indemnitees”), from and against proceedings and losses resulting from or arising out of: (a) the acts or omissions of the Indemnitor or its agents, employees, contractors, or subcontractors, except to the extent such losses result from the negligence or willful misconduct of the Indemnitee or its agents; (b) any breach of any representation or warranty of the Indemnitor contained in this Agreement; or (c) any breach of any covenant or obligation to be performed by the Indemnitor under this Agreement. In the event any claim is brought against a Party that may give rise to an indemnifiable loss, that Party will provide the other Party with prompt notice of such claim and reasonably cooperate in connection with such claim; provided, however, a Party’s obligation to defend the other Party against Proceedings and losses does not extend to proceedings between the Parties. Neither Party, nor any attorney engaged by a Party, shall defend the claim in the name of the other Party, nor purport to act as legal representative of the other Party, without first receiving from its Authorized Representative authority to act as legal counsel for that Party. Neither Party shall settle any claim on behalf of the other Party without the approval of an Authorized Representative. Indemnitee will control the defense of any Proceeding, through its chosen counsel; provided, however, in such instance, the Indemnitee will allow the Indemnitor to participate in the settlement or defense of any Proceeding, at the Indemnitor’s own expense.
- 8.2** Aurigo will defend Customer against any claims made by an unaffiliated third party that any Services infringes that third party’s patent, copyright or trademark or makes intentional unlawful use of its trade secrets or confidential information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This section provides Customer’s exclusive remedy for these claims. Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement of the claim. Aurigo will work with Customer’s designated representative to process and defend against the claim. Customer’s designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance, but Aurigo will not be liable to Customer for any attorney fees of counsel hired by Customer unless Aurigo has expressly agreed to pay such fees in advance and in writing.
- 8.3** Aurigo’s obligations in Section 8.2 will not apply to the extent that the claim or award is based on:
- a) Customer’s use of the Services after Aurigo notifies it to discontinue its use due to a third party claim;
  - b) Damages attributable to the use of a non-Aurigo product, data or business process;
  - c) Customer’s use of Aurigo’s trademark(s) without express written consent to do so;
  - d) Any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances

giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the Party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

- 8.4** If Aurigo receives information concerning an infringement claim related to the Services, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Services, (2) modify the Services, (3) replace the Services with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Services after receiving notice from Aurigo; or (4) terminate the License as to the infringing Services and refund any amounts paid in advance by Customer for unused Services.
- 8.5** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.6** EXCEPT WITH RESPECT TO AURIGO'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL INVESTMENT AS DEFINED IN SCHEDULE B OF THIS AGREEMENT.

## **9. INSURANCE**

**9.1** Prior to commencing the Services, Aurigo shall procure and maintain at its sole cost and expense at least the following insurance, covering its obligations under this Agreement.

A. Insurance Coverages:

- i. Worker's compensation and employer's liability insurance as required by the State of Washington;
- ii. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence;
- iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;
- iv. Cyber liability insurance with coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate which shall include but not be limited to coverage, including defense, for the following losses or services:



- a) Network security liability arising from: (1) the unauthorized access to, use of, or tampering with computer systems, by an outside party, including hacker attacks or a virus introduced by a third party; or (2) the inability of an authorized third party to gain access to supplier systems and/or Customer Data, including denial of service, unless caused by a mechanical or electrical failure; (3) introduction of any unauthorized software computer code or virus causing damage to Customer Data or any other third party data.
  - b) Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.
- B. The amounts listed above are the minimum deemed necessary by Customer to protect Customer's interests in this matter. Customer has made no recommendation to Aurigo as to the insurance necessary to protect Aurigo's interests and any decision by Aurigo to carry or not carry insurance amounts in excess of the above is solely that of Aurigo.
- C. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, Customer will be named on all insurance as an additional insured. Aurigo shall submit a certificate of insurance to Customer evidencing the coverages specified above, together with an additional insured endorsement naming Customer, within fifteen (15) days of the execution of this Agreement. The additional insured endorsement shall provide that to the extent of Aurigo's negligence, the Aurigo's insurance shall be primary and non-contributing as to Customer, and any other insurance maintained by Customer shall be excess and not contributing insurance with respect to Aurigo's insurance. The certificates of insurance shall cover the work specified in or performed under this Agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to Customer.
- D. Aurigo's maintenance of insurance as required by this Section 9 shall not be construed to limit the liability of Aurigo to the coverage provided by such insurance, or otherwise limit Customer's recourse to any remedy available at law or equity. Further, Aurigo's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Aurigo.

## 10. GENERAL TERMS

**10.1 Parties’ Relationship; Non-exclusivity.** The Parties acknowledge and agree that their relationship is that of independent contracting entities. This Agreement does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties.

**10.2 Notices.** Notices, authorizations, and requests to either Party in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a subscription, or cancellation of a subscription initiated by a Customer should be sent via the Aurigo customer service contact.

Notices to Aurigo:	Copies to Aurigo
Hugh Kreizenbeck Director of Sales Aurigo Software Technologies Inc. 8310-2 N Capital of Texas Highway Prominent Pointe II, Suite 100 Austin, TX 78731 Phone: (602) 339-1541 Email: hugh.kreizenbeck@aurigo.com	Contract notices email address: <a href="mailto:contracts@aurigo.com">contracts@aurigo.com</a>

Notices to Customer:	Copies to Customer
City of Redmond MS: 3SFN Service Desk P.O. Box 97010 Redmond, WA 98073-9710	<a href="mailto:servicedesk@redmond.gov">servicedesk@redmond.gov</a>

**10.3 Assignment.** Neither party may assign any rights or delegate the performance of any duties under this Agreement without the prior written consent of the other party.

**10.4 Severability.** If a court holds any provision of this Contract to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

**10.5 Non-waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an Authorized Representative of the waiving Party.

**10.6 City Business License.** Aurigo has obtained, or agrees to obtain, a business license from Customer prior to commencing to perform any Services. Aurigo will maintain the

business license in good standing throughout the term of this Agreement.

- 10.7 Applicable law.** This Agreement is governed by the laws of the State of Washington without regard to its conflict of laws principles.
- 10.8 Dispute Resolution.** The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled to the extent possible by good faith negotiations. Any dispute which the Parties cannot resolve by good faith negotiations within 30 days or such longer period as the Parties may mutually agree, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in Seattle, WA, USA, in the English language and the arbitral decision may be enforced in any court. Notwithstanding the foregoing, claims for injunctive or equitable relief or claims regarding Intellectual Property rights may be brought in any competent court. Subject to the preceding arbitration provision, the Parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Seattle, WA.
- 10.9 Entire Agreement; Amendment.** This Agreement and the incorporated attachments and documents constitute the entire agreement between the Parties and supersede all prior agreements, understandings and other communications with respect to the subject matter hereof. Except as specifically provided for in this Agreement, no modification or amendment of this Agreement will be effective unless in writing and executed by a duly Authorized Representative of each Party.
- 10.10 Cooperative Purchasing.** To the extent the procurement regulations of Customer permit another state/local government to procure Aurigo's services under the terms and conditions of this Contract, Aurigo has a cooperative purchasing program under which it would allow for such procurement, provided that the procurement is also in accordance with that state/local government's procurement regulations. The term "state/local government" includes any State, local, regional, or tribal government, or any instrumentality thereof. Any such state/local government is required to separately sign the Aurigo Service Subscription Agreement.
- 10.11 Force majeure.** Neither Party will be liable for any failure in performance due to causes beyond either Party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section does not apply to Customer's payment obligations under this Agreement to the extent that any services continue during the force majeure period, for services rendered prior to the force majeure period, or once services resume following the force majeure period.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

City of Redmond

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Signature

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Printed Name

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Printed Title

AURIGO SOFTWARE TECHNOLOGIES

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Signature

Kevin Koenig

Chief Revenue Officer