

LETTER OF AUTHORIZATION


WSIPC
2121 West Casino Road
Everett, WA 98204

Attn: Nancy Walsh
Contracts Administration

This letter hereby authorizes WSIPC to access and transfer electronic data from and to EDMONDS SCHOOL DISTRICT Student Information System to comply with the attached WSIPC/IEP Online and Translation Solution Interlocal Agreement and PCG Education Proposal and Exhibit B to the Master Agreement (Participating Entity Sublicense) between WSIPC, EDMONDS SCHOOL DISTRICT and PCG, Inc.

This authorization will remain in effect for as long as EDMONDS SCHOOL DISTRICT continues to utilize the WSIPC/IEP Online Software and Translation Solution.

Signed this ____ day of 6/16/2020, 2020

Signature  _____
DocuSigned by:
798C1A8BFF0E44C...

Name Lydia Sellie

Title Executive Director of Business and Finance

Edmonds School District
20420 68th Ave. W.
Lynnwood, WA 98036



Interlocal Agreement Between Washington School Information Processing Cooperative and EDMONDS SCHOOL DISTRICT

This interlocal agreement is between EDMONDS SCHOOL DISTRICT (hereinafter “DISTRICT”) and the Washington School Information Processing Cooperative, Everett, Washington (hereinafter “WSIPC”).

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Ch. 39.34, RCW provides for interlocal cooperation between governmental agencies;

WHEREAS, WSIPC agrees to provide certain software and support products to the District, specifically the WSIPC IEP Online software and Translation Solution on a fee basis as defined in the Master Agreement between WSIPC and PCG Inc., (“Master Agreement”) and the exhibits thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. The parties will execute and abide by Exhibit B to the Master Agreement (Participating Entity Sublicense).
2. **DURATION OF AGREEMENT-TERMINATION.** The initial term of this agreement begins on the date of execution and continues through the next August 31st. Following the initial term, this agreement will automatically renew on September 1st of each year for successive one year terms, unless terminated in writing by either party for any reason prior to March 1st of the year of termination.
3. **RESPONSIBILITIES OF WSIPC.** WSIPC shall be responsible for maintaining and furnishing the necessary personnel, equipment, material and or/services necessary to provide the District with WSIPC’S IEP Online software and Translation Solution. WSIPC shall not disclose any personally identifiable student information as defined in 34 CFR Section 99.3 without the prior consent of the parent or eligible student and shall require the same from its contractor, PCG Inc.
 1. Tier Two support will be provided by WSIPC, staffed by high skill level team members.
 2. Tier Two support will be provided by PCG Inc. on an as needed basis.
4. **RESPONSIBILITIES OF SCHOOL DISTRICT.** The District will sign and thereby abide by this Interlocal Agreement and the Participating Entity Sublicense Agreement (Exhibit B). The District shall, in accordance with the aforementioned agreements:
 1. Perform all necessary actions to maintain operation of the software.
 2. Pay all license, maintenance and support fees associated with the Master Agreement (PCG Price Proposal) to WSIPC in a timely manner. The District’s

Special Education enrollment as reported on their fall IDEA Federal Child Count Report will be used for fee calculations.

3. Designate two persons authorized to be contacts to request assistance, report problems, and other concerns to WSIPC and PCG Inc.
4. Provide Tier One support to your District.
5. **LICENSE FEES.** WSIPC will submit an invoice (to include all applicable taxes) for the initial license fee as well as the recurring fee upon contract signing. The District is required to furnish payment within thirty (30) days after contract signing or receipt of the invoice, whichever is earlier. See PCG Education Proposal to EDMONDS SCHOOL DISTRICT.
6. **FUNDING.** The method of funding shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of any license fees associated with IEP Online software and Translation Solution intended for use by the other party.
7. **FILING.** This agreement will become effective upon the date of filing as required by RCW 39.34.040.
8. **INTERLOCAL COOPERATION DISCLOSURE.** Pursuant to Ch. 39.34, RCW (Interlocal Cooperation Act) and to other provisions of law, WSIPC and the District hereby agree to cooperative governmental leasing and purchasing.
9. **CONFIDENTIAL INFORMATION.** The District acknowledges that it may receive Confidential Information of WSIPC, PCG Inc., or other parties. In addition to the requirements of Section 4 of Exhibit B to the Master Agreement, the District agrees that it shall not use or disclose any Confidential Information for any purpose beyond those expressly permitted under this Agreement, without the written consent of WSIPC.

For purposes of this Agreement, “Confidential Information” shall mean a party’s product information, source code, database design, trade secrets, know-how, ideas, concepts, techniques, any business, financial, marketing or technical information (including but not limited to programmers’ notes and design level documentation), all student information data, and any other information, whether or not identified as being confidential, where the information disclosed and/or the circumstances surrounding its disclosure would lead a reasonable person to believe that the information is confidential.

Provided, however, Confidential Information shall not include any portion of information that: (1) is in the possession of the Receiving Party prior to the receipt from the Disclosing Party, free of any restrictions and disclosure and use, from a source other than the Disclosing Party; (2) is in the public domain without breach of this Agreement; or (3) is independently developed by an employee of the Receiving Party who neither had access to nor otherwise benefited from the Disclosing Party’s Confidential Information.

The District shall use the same degree of care to safeguard another’s Confidential Information as it would its own, but in no case less than reasonable care, including not limited to, implementation of procedures reasonably necessary to ensure that all of the District’s employees, agents and consultants who will have access to such Confidential Information are bound by a written agreement (adopted District Board of Directors policy is acceptable) substantially similar to the protections set forth in this Section, including a Statement that is sufficient to permit a party to enforce the provisions of such agreements directly against these individuals.

Upon the earlier of the termination of this Agreement or written request by WSIPC, any and all tangible and/or electronic forms of Confidential Information, (including without

limitation, copies, work papers, records and other information developed there from), shall immediately be destroyed or returned to WSIPC in accordance with WSIPC's written instructions.

Except in instances expressly excluded below, neither Party shall disclose any of the contents of this Agreement without first obtaining the written permission of the other Party.

The District will not be in breach of its non-disclosure obligations to the extent that it is legally compelled to disclose any Confidential Information pursuant to a statute, regulation or order of a court or regulatory authority, provided, that the District required to make such a disclosure immediately notifies WSIPC in writing of such requirement, and fully cooperates in taking appropriate protective measures to protect the Confidential Information as deemed necessary.

The parties acknowledge that in the event of any breach of the provisions set forth in this Article, WSIPC may suffer irreparable harm for which there is no adequate remedy at law. Therefore, WSIPC may, in addition to any other legal or equitable remedy, seek an injunction or similar equitable relief against such breach or any threatened breach.

10. HOLD HARMLESS. The District shall defend, indemnify and hold WSIPC harmless from any and all costs, expenses, and damages, including reasonable attorneys' fees, arising out of any claim alleging the District's improper release of Confidential Information.

11. Support Level Definitions.

District IEP Online and Translation Solution User

Reports problems as they are encountered to the District Tier I support person.

Tier I – District

The District Tier I support person is the first point of contact for the User. The Tier I support person takes information from the User about the severity and nature of the problem. If possible, the Tier I person attempts to walk the User through a solution. If trouble shooting fails, the problem is passed to Tier II (PCG/WSIPC) personnel. However, the Tier I person tracks the trouble and keeps the User informed of progress until resolution.

Tier II -PCG/WSIPC

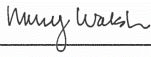
Tier II personnel troubleshoot the problems reported to them from Tier I personnel. There may be some contact with the User in the process of troubleshooting. When a problem is resolved, Tier II personnel communicate this to the Tier I representative who, in turn, communicates to the User. A WSIPC Tier II contact will be the primary point of contact for technical issues while a PCG Tier II contact will be the primary point of contact for application issues.

Signed this 3rd day of June, 2020.

By:

WSIPC
2121 W. Casino Road
Everett, WA 98204 -1472

By:

DocuSigned by:

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Nancy Walsh

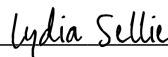
Title:

Chief Financial Officer

By:

Edmonds School District
20420 68th Ave. W.
Lynnwood, WA 98036

By:

DocuSigned by:

798C1A8BFF0E44C...

Lydia Sellie

Title:

Executive Director of Business and Finance



Solutions that Matter

Edmonds School District

Proposal for IEP Online Special Education Solution & Services

May 27, 2020



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Proposal for PCG Education Special Education Solution for: Edmonds School District

Overview

PCG Education is pleased to submit this Special Education proposal, including scope of work and pricing, to Edmonds School District. PCG Education is a national vendor with twenty-five years of experience providing education solutions and services to over 5,600 school districts across the nation, including providing special education solutions to over 200 school districts in Washington State.

It's been a pleasure working with your team to provide IEP Online as your Washington special education system and we appreciate your continued desire to select the right electronic solution for your schools. PCG Education believes the benefit of having one comprehensive integrated system for Special Education and its components is a benefit to Edmonds School District. We trust that you, like many of our districts throughout the country, will find that our complete special education system offers the best value to you and your staff.

PCG Education takes pride in providing excellent service to our clients. Through open communication, PCG Education has established an atmosphere of trust and confidence as the basis for maintaining a true long-term partnership with Edmonds School District. PCG Education also believes in the importance of regularly scheduled status meetings, continued support through toll-free hotlines, and internet-based message boards to assure that questions are answered in a timely manner.

Description of Implementation Services

Our Approach

Our recommended Special Education implementation services approach is organized into the three key elements of project success – people, process, and technology – as well as our special education subject matter expertise and project management methodology. Our approach is tailored to meet the needs of Edmonds School District.

The major tasks involved in this Special Education System project include:

- Project Kickoff and Startup
- Finalize Functional and Technical Requirements
- Finalize Plans Submitted
- Edmonds School District Configuration
- System Implementation

Project Kickoff and Startup

A project kickoff meeting will be scheduled at the beginning to clearly define what success looks like, agree to the goals of the project, and review all steps necessary to accomplish the stated goals. Project Kickoff and Startup includes tasks such as initial meetings between PCG Education and District staff, identification



and training of Project, Design, and Review Teams, as well as the drafting of Communication and Change Management Plans.

Finalize Functional and Technical Requirements

The tasks involved in this project offer Edmonds School District an opportunity to provide PCG Education with a thorough understanding of the current processes within the District as well as the chance to determine if and how those processes should be modified or improved prior to the system implementation. On the technical side, some of the activities included are to review all of the technical requirements for the project. In addition, it is the opportunity for any adjustments to the requirements to be made so that both PCG Education and Edmonds School District are able to determine schedule and cost impacts as appropriate.

Finalize Plans Submitted

Many of the subsequent milestones are defined by and dependent on the development and acceptance of all necessary plans (Test, Implementation, Training, Transition, and Support).

System Configuration

It is our experience from many Washington system implementations that when adequate time is dedicated to clearly defining the requirements, the configuration phase of the project can go quickly and smoothly. Time is built in to allow for some discussion back and forth between Edmonds School District and PCG Education to help ensure that once configuration is complete, all cases to the extent possible have been addressed.

System Implementation

A project timeline will be established with Edmonds School District for your Special Education system. We believe we can work with the district to define a schedule that will meet your overall needs to replace your current system. Some project implementation tasks include:

- Train-the-Trainers;
 - Train-the-trainers – district/school representatives
- System Rollout;
- System Training for End Users;
 - Technical and end-user system training



I. WSIPC Contract Pricing – for IEP Online

Below you will find a pricing proposal for your review based on our understanding of your system requirements and as outlined in this proposal. We recommend a more detailed conversation in order to ensure we have provided the right implementation solution for Edmonds School District.

PCG Education's Special Education System: IEP Online	Pricing
	Recurring Fees* Sept. 1 st – Aug. 31 st
<u>Central WSIPC Host Model</u> Configuration, Integration, & Implementation <ul style="list-style-type: none"> Integration, Set-up and Configuration Implementation Services Webinar Training Model IEP Online Translation Configuration and Implementation (does not include ongoing per page fee) <i>Note – includes WA Standard Implementation \$4/student w/disability and \$750 IEP Online Translation configuration and implementation.</i>	Not Applicable for Edmonds School District
Recurring Annual License Fee <ul style="list-style-type: none"> Special Education component recurring license fees <i>Note – fee is calculated and pro-rated for Year 1 and added to the license fee). \$11/student w/disability – minimum 75 students</i>	\$34,056 beginning September 2020. IEP Online Translation fee based on usage at \$5/unique page.
WA IEP Online Advisory Committee – annual enhancements <i>Note –fee is collected for the WA advisory committee to address additional WA requested features \$1/student w/disability – minimum 175 students</i>	\$3,096 beginning September 2020
Estimated Total	\$37,152 plus IEP Online Translation usage
Pricing based on last Federal IDEA Child Count. Number of Students:	3,096 students

**All initial implementation and license fees are subject to Washington State sales tax*



II. PCG Education Contract Pricing – for Additional IEP Online Services

Below you will find our pricing structure for additional services outside the core Washington IEP Online implementation and training. We feel these ‘additional services’ will help ensure we have provided the right implementation solution for Edmonds School District. Our goal is supporting a successful implementation model created from best practices and needs across Washington State. Additional services outside of this core list can be contracted between the District and PCG Education, at a mutually agreed upon cost.

- In-Person Training – PCG-Led Model

End user trainings are led by PCG trainers. The District will have an IEP Online training staff member available at the end-user training to support the session(s) to address procedural questions. These sessions are followed-up with recommendations on next steps and process improvements; includes 1-2 PCG staff members, depending upon the size of the audience. Training sessions can also be purchased for follow-up trainings after implementation or to have PCG staff available at “open lab” sessions at the district following implementation.

- LDAPS Login Process

Our LDAPS login process allows District users to log into IEP Online using their District-assigned network password instead of maintaining a separate password exclusively for IEP Online. In addition to saving time for end users such as teachers, evaluators, and therapists, it also saves time for district administrative staff who manage IEP Online, preventing them from needing to reset user passwords.

- Data Analysis System

EDPlan Insight is an intuitive technology platform designed to encourage and support a district-wide culture of data use focused on special education, from the school building, support services, and up to the district office. EDPlan Insight system platform provides special education district staff a ‘one-stop-shopping’ experience for accessing school and student-related data (visualizations analysis and reports) accessible on most any device in near real-time.

- Progress Monitoring and Data Collection

Progress Track, PCG’s web-based progress monitoring tool, can be used with IEP Online to provide teachers with simple data collection and robust graphic capabilities to proactively facilitate problem solving, enhance student learning, and improve educational outcomes.

- Assistive Technology Tracking

IEP Online’s Equipment Online provides an integrated module to track, monitor, and assign equipment, such as assistive technology, hardware, software, or other devices, throughout the district. Information is stored historically for both equipment and students to track equipment throughout its lifecycle in the district.



Additional IEP Online Services	Cost
End-User District Training: PCG-Led Model	Discounted Implementation Pricing: \$1,000/day Regular Pricing: \$2,000/day
LDAPS Login Process	\$2,500
Data Analysis System	Implementation and Training: \$10,000 Annual License Fee: \$5,000
Progress Monitoring and Data Collection*	Implementation and Training: \$6,250 Annual License Fee: \$4.35/student w/disability
Assistive Technology Tracking	Implementation and Training: \$2,000 Annual License Fee: \$4,000

*Includes one day of training; pricing also reflects discount of \$2,000 for implementation and \$1 less per student annually, if district implements IEP Online and Medicaid Billing Services



Pricing/Implementation Assumptions

- Pricing estimates for IEP Online are based and calculated from your last Federal Child Count for special education students.
- There are two price breakdowns included in this proposal;
 - I. WSIPC Contract Pricing – covers WA standard IEP Online implementation
 - II. PCG Education Contract Pricing – covers recommended additional training/implementation services for Edmonds School District
- PCG has proposed additional training/implementation services recommended for a successful implementation for Edmonds School District. These services are included in the PCG Education Contract Pricing for Additional Services outlined on pages 6-7.
- WA IEP Online Advisory Committee recurring annual fees are collected for the advisory committee to address WA-specific requested features.
- Edmonds School District will assign a Project Manager to this project. The Project Manager will act as the single point of contact for project-related communications and have the authority to make project-related decisions.
- Edmonds School District will provide relevant information and documentation related to requirements, existing technical environment, and schedule of records retention and disposition.
- Edmonds School District personnel will be available to participate in meetings, reviews, and demonstrations, to be completed and confirmed at project start. Any departure from the project schedule may result in additional costs.

Summary

This proposal outlines our ability to perform the system and services stated above. In partnership with Edmonds School District, PCG Education can complete this work by utilizing our extensive education knowledge, years of experience, and federal legal/regulatory compliance in all areas of Special Education.

PCG Education Implementation Partnership will provide Edmonds School District:

- Experienced Local Project Management Office;
- Legal/Regulatory (Legal Briefs, National Pulse regulatory environment for programs, state plan reviews, and how state programs are affected against national changes);
- Industry Leaders/Experts in Special Education and Medicaid – with a proven implementation methodology;
- Comprehensive system for Special Education; and
- On-going Research & Development.

PCG Education has grown our Washington standard solution as our clients' needs have changed. PCG Education works with districts across the nation to address many other operational challenges posed by the ever-changing educational environment, including:

- Medicaid reimbursement;
- Title I and federal programs solutions;
- Data warehousing and education analytics;
- Strategic Planning/School Improvement; and
- Literacy and learning solutions.



5/27/2020

Please note that this price proposal is valid until August 31, 2020. If you have any questions or require additional information, please do not hesitate to contact me at (425) 207-2510.

We look forward to a continued partnership with Edmonds School District and hope this proposal meets your needs.

Regards,

A handwritten signature in black ink that reads "Kristin Kennedy". The script is cursive and fluid.

Kristin Kennedy

PCG Education

17900 International Blvd., Suite 300

SeaTac, WA 98188

(425) 207-2510

kwiggs@pcgus.com

Exhibit B
To
MASTER AGREEMENT
PARTICIPATING ENTITY SUBLICENSE

Public Consulting Group, Inc.
PCG IEP ONLINE & TRANSLATION SOLUTION

This GENERAL LICENSE AGREEMENT (**this “Agreement”**) is made as of the 3rd day of June, 2020 (**“Effective Date”**) among the Washington School Information Processing Cooperative (**“WSIPC”**), Public Consulting Group, Inc. (PCG), a Massachusetts corporation with its corporate office located at 148 State Street, 10th Floor, Boston, MA 02108, and its successors and assigns (**“PCG”**); and EDMONDS SCHOOL DISTRICT with offices located at 20420 68th Ave. W Lynnwood, WA 98036 (**“Sublicensee”**).

For valuable consideration acknowledged as received, the Parties agree as follows:

Section 1. Definitions

(a) **AGREEMENT.** The term "Agreement" refers to these Terms and Conditions. These Terms and Conditions are general terms and conditions for the licensing of PCG's proprietary computer software products. More than one PCG Price Proposal may incorporate these Terms and Conditions by reference.

(b) **PRODUCT.** The term "Software" means PCG's IEP Online software and Translation Solution, all related materials, Proprietary Items (as defined herein) and Documentation (as defined herein) received by Sublicensee from WSIPC and/or PCG.

(c) **MAINTENANCE FEES.** The term "Maintenance Fees" means PCG's fees for maintenance and support as set forth in a PCG Price Proposal.

(d) **USE.** The term "Use" means copying all or any portion of the Software from storage units or media onto Sublicensee's computer hardware for the purpose of processing the instructions or statements contained in the Software for internal business purposes only. Use does not include the right to sublicense, any activity to reverse engineer or decompile the Software, or copying of the Documentation (other than onto Sublicensee's computer hardware) or the right to provide timesharing, data processing, or any other similar service to any third parties.

(e) **DOCUMENTATION.** The term

"Documentation" means written or electronic documentation provided with the Software.

(f) **PROPRIETARY ITEMS.** The term "Proprietary Items" shall mean any products, materials, training materials, and other documentation, tools, procedures, concepts, ideas, know-how, methodologies and intellectual capital that are proprietary to PCG. Or to a third party who has licensed such Proprietary Items to PCG and which have been incorporated into the Software.

(g) **PCG PRICE PROPOSAL.** The term "PCG Price Proposal" refers to the document titled "Proposal for IEP Online Special Education Solution & Services" and Translation Solution which outlines the fees associated with IEP Online and Translation Solution implementation and use.

Section 2. License Grant and Limitations

(a) Subject to the terms and conditions set forth in this Agreement and any attached PCG Price Proposal, and to the extent permitted by law, WSIPC grants to Sublicensee, and Sublicensee accepts, a non-exclusive, non-transferable sublicense, to Use the Software only for Sublicensee's internal business purposes, only for the Term specified in a PCG Price Proposal, and only for the number of accounts, markets, or any other criteria as specified on a PCG Price Proposal.

(b) Sublicensee shall have the right to make multiple archival copies of the Software for use only in the event that the Software becomes inoperable and for security or archival back-up.

(c) WSIPC shall provide Sublicensee with unlimited electronic access to Documentation. Copying of the Documentation for internal business purposes is allowed under this Agreement.

(d) Sublicensee acknowledges that the laws and regulations of the United States restrict the export and re-export of software, including the Software and any accompanying Documentation or other related materials. Sublicensee shall not export directly or indirectly in any manner all or part of the Software and/or related Documentation, manuals and instructional materials, and any direct product derived from the Software, such as computer models or simulations, to any country without the appropriate United States and/or foreign government licenses. Sublicensee shall not export (including over the Internet) the Software or any related materials or Documentation into any country subject to a U.S. embargo.

(e) For emphasis only and without limiting the restrictions that otherwise applies to the license granted, such license does not include any right or license, and Sublicensee agrees not to, directly or indirectly:

(1) Use the Software, Documentation, or any other Proprietary Items for any development or code analysis purposes whatsoever, including but not limited to, the creation of any software code or documentation which has the look and feel of the Software, or which is in any way similar to or competitive with any of the Software or Documentation;

(2) Encumber, transfer, rent, lease, sublicense, time-share or use the Software in any manner which would allow any third party to use or otherwise obtain the benefit of the Software;

(3) Copy (except for archival purposes and only if Sublicensee reproduces and applies all copyright notices and any other proprietary rights notices that appear on the original copies supplied by WSIPC), distribute, manufacture, adapt, create derivative works of, translate, perform or display publicly, localize, port or otherwise modify Software;

(4) Decompile, disassemble, reverse compile, reverse assemble, reverse translate, or otherwise reverse engineer the Software; use any similar

means to discover the source code of or the trade secrets in the Software; or otherwise circumvent the technological measures that control access to the Software; or

(5) Permit any third party to engage in any acts set forth in clauses (1) through (4) above.

Section 3. License and Support Fees

In consideration of the Software license granted pursuant to this Agreement, Sublicensee shall pay WSIPC, or its authorized agent, the license fees and related maintenance and support fees set forth in a PCG Price Proposal under the terms therein.

Section 4. Ownership, Intellectual Property Rights, Nondisclosure, and Software Delivery

(a) For copyright purposes and for all other purposes, PCG shall be considered the owner of the Software and Documentation, and any copies thereof, and all copyright, trade secret, patent and other intellectual or industrial property rights therein. Physical copies of the Software shall also remain the property of PCG, and such copies shall be deemed to be on loan to Sublicensee during the term of the license granted pursuant to this Agreement. In the event the Maintenance and Support agreement is terminated, Client may continue to use the software on an "as-is" basis. Sublicensee acknowledges that WSIPC's right to provide the sublicense granted herein arises pursuant to and is subject to a license between WSIPC and PCG.

(b) The Software and Documentation will be disclosed by WSIPC to Sublicensee in confidence, and Sublicensee shall take reasonable steps to prevent disclosure, copying, display, loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise) or other dissemination of the Software or Documentation, in whole or in part, to any third party without the prior written consent of WSIPC. Sublicensee shall use reasonable care to safeguard the Software and Documentation and exercise at least the same degree of care to safeguard the confidentiality of the Software and Documentation as Sublicensee would exercise to safeguard Sublicensee's confidential property, and to ensure that no person authorized to have such access shall take any action which would be

in violation of this Agreement if taken by Sublicensee. Sublicensee shall promptly report to WSIPC any actual or suspected violation of this subsection and shall take further steps as may reasonably be requested by WSIPC to prevent or remedy any such violation.

(c) Sublicensee shall not alter or remove any copyright, trade secret, patent, proprietary and/or other legal notices contained on or in copies of the Software and Documentation. The existence of any such copyright notice on the Software or Documentation shall not be construed as an admission, or be deemed to create a presumption, that publication of such materials has occurred.

(d) Sublicensee acknowledges that the Software will be delivered by WSIPC electronically. Unless otherwise referenced in a PCG Price Proposal, upon execution of this Agreement and the related PCG Price Proposal, WSIPC will download the Software to a WSIPC server and provide Sublicensee with secured access codes and/or passwords in order to download the Software.

(e) Sublicensee hereby grants WSIPC the right to access the Software monthly at a time and date that is mutually agreeable to the Parties. Such access shall be for the sole purpose of determining the number of accounts or transactions (as defined in a PCG Price Proposal) processed through the Software for fee calculation purposes, if applicable. WSIPC hereby agrees to access only that portion of the Software that is necessary to determine the number of accounts or transactions. For these access purposes, WSIPC does not need access to confidential data unless requested by the Sublicensee.

Section 5. Warranty, Indemnity, and Limitation of Liability

(a) WSIPC and PCG warrant that the Software will substantially conform to the Documentation for a period of twelve (12) months from the date of delivery of the Software to Sublicensee. In the event of any breach of this warranty, WSIPC's and PCG's sole obligation, with respect to a written claim of non-conformance by Sublicensee within the warranty period, shall be to remedy the non-conformance (either by repair or by replacement, at PCG's or WSIPC's option) or to return the license fees actually paid by Sublicensee in respect of such

non-conforming Software. In the event that WSIPC or PCG returns any license fees for any licensed Software, this Agreement, including Sublicensee's right to Use such licensed Software shall automatically terminate. Neither WSIPC nor PCG shall have any obligation to remedy non-conformance or make any refund (i) after the warranty period expires, (ii) for claims submitted after the warranty period, or (iii) in the event that repair or replacement cannot be made or is ineffective due to any modifications to the Software made by Sublicensee.

(b) WSIPC and PCG further warrant that the Software, when delivered:

(1) Accepts date input, provides date output and performs calculations on dates or portions of dates without errors related to the change of century;

(2) Functions without interruption and without changes in operation as a result of the change of century; and

(3) Stores and provides output of date information in ways that are indifferent as to century.

The foregoing warranty surrounding millennium compliance shall be null and void if (i) data or other information supplied by Sublicensee or third party software is input into or combined in any way with the Software, and such Sublicensee or third party software is not itself millennium compliant; (ii) the non-compliance is due to hardware, firmware, software or data not supplied by WSIPC or PCG.; or (iii) if Sublicensee has in any way changed the configuration or programming of the Software.

(c) WSIPC will, at its sole cost and expense, defend Sublicensee from any claim or action brought against Sublicensee based on infringement of any United States copyright or trade secret rights of any United States party resulting from Sublicensee's use of the Software under this Agreement. Sublicensee shall notify WSIPC in writing within twenty (20) business days of Sublicensee's becoming aware of the claim. WSIPC may at its sole expense and option: (i) procure for Sublicensee the right to continue to use any allegedly infringing Software; (ii) replace or modify the Software to avoid any allegations of infringement; or, (iii) if options (i) or (ii) are not

commercially feasible, require a return of the Software and refund the amount of the license fees paid by Sublicensee.

WSIPC shall have no liability or obligation to Sublicensee hereunder if:

- (i) The Software is used in an application or environment, or on a platform or with devices for which the Software was not designed or contemplated;
- (ii) The Software has been in any way configured or modified for Sublicensee by non-WSIPC personnel;
- (iii) Sublicensee was not using the Software in accordance with the provisions of this Agreement;
- (iv) Sublicensee was using any release of the Software other than the latest release, if the infringement could have been avoided by use of the latest release; or
- (v) Sublicensee or any of its affiliates have an interest in any patent, copyright, or trade secret giving rise to the infringement and/or misappropriation claims.

Sublicensee shall indemnify and hold WSIPC and PCG harmless from any and all costs, expenses, and damages, however characterized (including reasonable attorneys' fees and court costs) resulting from Sublicensee's actions described in the foregoing subparagraphs (i) – (v).

(d) Except for the express limited warranty WSIPC and PCG make above, Sublicensee receives no warranties or conditions, express, implied, statutory or otherwise, and WSIPC, PCG and their suppliers specifically disclaim any condition of quality and any implied warranties of merchantability, and fitness for a particular purpose for any products, software, or services provided under this agreement and schedules. WSIPC's and PCG's liability for damages to Sublicensee for any cause whatsoever, except for causes of action arising out of a dispute over title, regardless of the form of any claim or action, shall not exceed all fees paid by Sublicensee for the license to use the product under this agreement. This limitation of liability specifically includes any claims for negligence by WSIPC or PCG. Neither WSIPC nor PCG shall under any

circumstances be liable for any damages resulting from loss of data, loss of income or use of equipment, or for any special, incidental, consequential, or indirect damages arising out of or in connection with the use or performance of the product.

Neither WSIPC nor PCG warrant that the use of the product will be uninterrupted nor error free. Sublicensee assumes responsibility for the selection of programs and hardware to achieve Sublicensee's intended results and for the installation, use, and results obtained.

Section 6. Maintenance and Support

(a) Support services, as well as their availability shall be governed solely by the terms of a separate Maintenance and Support ("**M&S**") Agreement executed by the Parties. Although the economic terms and conditions of the M&S Agreement will be covered in each PCG Price Proposal attached to this Agreement, the Parties agree that said terms and conditions shall also become a part of said M&S Agreement. Once the initial M&S Agreement expires, it will be automatically renewed for additional one (1) year periods, based on the fees as described in a PCG Price Proposal, if Sublicensee does not provide written notice to WSIPC at least thirty (30) days prior to the end of any M&S term.

(b) If Sublicensee terminates the M&S Agreement at any time, fees to receive M&S in the future will be calculated upon (i) the then current M&S fees, (ii) payment of all back M&S fees, and (iii) a 10% reinstatement fee on all back M&S fees for 1 year missed, 20% for 2 years missed and up to 25% for 3 or more years missed.

(c) Sublicensee understands and agrees that PCG may develop and market new or different Software which use part or all of the Software set out in a PCG Price Proposal, and which may perform all or part of the function performed by the Software. Nothing contained in this Agreement gives Sublicensee any rights with respect to such new and different Software.

Section 7. Taxes

The license fee and all other amounts payable

pursuant to this Agreement are exclusive of all federal, state, local, municipal, VAT, GST, or any other excise, sales, use, property or similar taxes and fees, now in force or enacted in the future, and all such taxes and fees (other than those based on PCG's or WSIPC's income) shall be paid by Sublicensee. Sublicensee shall obtain and provide to WSIPC a certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability set out in this Section 7. If it is determined at any point that WSIPC was required by a governmental agency to remit any tax pursuant to this Agreement, Sublicensee agrees to remit to WSIPC all such taxes and related interest.

Section 8. Term

(a) The license granted under this Agreement shall be in effect from the date of this Agreement and shall remain in effect for the term specified in each applicable PCG Price Proposal. If Sublicensee breaches any material part of this Agreement, WSIPC may, after 30 days written notice and opportunity to cure, terminate the license this Sublicensee. All nonmonetary (other than payment of fees accrued but unpaid prior to termination) obligations of Sublicensee under this Agreement shall survive the termination of the license for the greater of two (2) years or the period set forth in the applicable statute of limitations.

(b) Because unauthorized use or transfer of the Software or Documentation may diminish substantially the value of such materials and irredeemably harm WSIPC and/or PCG, if Sublicensee breaches the provisions of Sections 2 or 4 of this Agreement, the Parties agree that WSIPC and/or PCG shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law.

Section 9. Notices

(a) All notices or other communications from one Party to the other shall be in writing and shall be personally delivered, sent via facsimile, Government mail, overnight delivery, or courier. Notice shall be deemed received: (1) upon actual receipt, if delivered personally or by courier service; (2) three (3) days after postmarked, if mailed first class, postage prepaid; (3) on the date

indicated on the return receipt, if sent certified or registered mail; (4) upon confirmation, as evidenced by a fax transmittal sheet; or (5) upon confirmation of receipt by the addressee, if sent electronically.

(b) All notices to WSIPC shall be sent to the attention of the Chief Executive Officer, at the address set forth in the signature section, or if to Sublicensee, at the addresses set forth at the beginning of this Agreement. The individual or addresses can be subsequently changed through written notice, delivered consistent with this Section.

Section 10. General

(a) Nothing in this Agreement obligates WSIPC to accept any order placed by Sublicensee or any PCG Price Proposal proposed by Sublicensee. Likewise, nothing in this Agreement should be construed to create an agency, partnership, or joint venture between the Parties and neither Party is authorized to bind the other to any type of agreement or business transaction or to make any representation to any third party upon behalf of the other Party.

(b) The validity, construction and interpretation of the Agreement, and the rights and duties of the Parties shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law provisions. In the event of any conflict between the rules and regulations of the United States versus the rules and regulations of any international law, the laws of the United States shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(c) This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by written agreement of WSIPC, PCG and Sublicensee. No modifications of this Agreement shall be valid by either Party's use of any order form, purchase order, acknowledgement, license or shrink-wrap or box top license or other form containing additional or conflicting terms.

(d) All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns and legal representatives. Sublicensee

may not, however, assign this Agreement nor any right granted hereunder, in whole or in part. Sublicensee shall not be permitted to transfer this Agreement to a competitor of PCG. A competitor of PCG shall mean any entity that sells or promotes similar products or services as those offered by PCG.

(e) Section titles in this Agreement (including PCG Price Proposal) are for reference purposes only and shall not control or alter the meaning of the Agreement as set forth in the text.

(f) If any provisions of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect. Any clause deemed contrary to law shall be replaced by a valid provision that most closely reflects the intent of the stricken clause as determined by said tribunal. The Parties acknowledge and agree that each Party, along with their respective legal counsel, has had the opportunity to review and modify this Agreement. Accordingly, in the event of any ambiguity, such ambiguity shall not be construed in favor of, or against either Party.

(g) Non-performance of either Party shall be excused to the extent that performance is rendered impossible by war, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, lack of transportation, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

(h) Sublicensee agrees to comply with all applicable United States export regulations and restrictions licensed herein and associated Documentation.

(i) PCG and WSIPC shall be entitled to enforce the terms and provisions hereof.

(j) This License Agreement and the related PCG Price Proposals are the entire license agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of parties hereto and there are no warranties, representations and/or agreements between the Parties in connection with the subject matter hereof except as specifically set forth and referred to herein.

(k) The validity, interpretation and enforcement of this Sublicense shall be governed by the laws of the State of Washington and any applicable Federal laws. The parties consent to jurisdiction and venue in the State of Washington for any legal proceeding or mediation of any dispute relating to this Sublicense agreement.

(l) All disputes under this Sublicense agreement will be referred to mediation by a mediator acceptable to the Parties, and if any dispute is not resolved following the Parties' mutual, good-faith efforts at mediation, then such dispute shall be referred to private, binding arbitration under Ch. 7.04 RCW, by a single arbitrator agreed upon by the parties or, if the parties cannot agree with ten day of either party's notice of arbitration, by a single arbitrator appointed by the court.

IN WITNESS WHEREOF, WSIPC, PCG and the Sublicensee have caused this agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.


WSIPC:

Signature:

Name:

Title:

Date:

DocuSigned by:

AB8A52B1D9B74E4...
Nancy Walsh
Chief Financial Officer
6/3/2020


Sublicensee:

Signature:

Name:

Title:

Date:

DocuSigned by:

798C1A8BFF9E44C...
Lydia Sellie
Executive Director of Business and Finance
6/16/2020

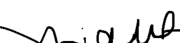
PCG:

Signature:

Name:

Title:

Date:

DocuSigned by:

E6DBF5EAD96E48F...
Michelle Simmons
Manager