



CONTRACT ACTION OVERVIEW

TO:
FROM:

Mike Curtright, Assistant Director

Debbie Dunn, Contracts Specialist
CSD Acquisitions and Contracts Office

A handwritten signature in cursive script, appearing to read "Debbie", written over a black rectangular redaction box.

DATE: June 25, 2001

SUBJECT: SAS Institute Software
Executive Information Systems Contract (C01-LIC-025)

POINTS OF INTEREST:

1. Attached for your signature is the contract with Executive Information Systems to acquired a SO-year license for SAS Institute Software.
2. The license fee cost for this acquisition is \$292,360 (excluding tax).
3. This acquisition approval request was signed by you on May 3, 2001. (cover attached)
4. There is no requirement for review by the Assistant Attorney General. **Your signature is recommended.**



DIS Contract Number: C01-LIC-025

PARTIES

This Software License Contract (hereinafter referred to as “Contract”) is entered into by and between the state of Washington, acting by and through the Department of Information Services, an agency of Washington State government (hereinafter referred to as “DIS”) located at PO Box 42445, Olympia, Washington, 98504-2445 and Executive Information Systems, LLC, a corporation Licensed to conduct business in the state of Washington (hereinafter referred to as “EIS”, or “Contractor”), Federal Tax ID Number 52-2198860, located at PO Box 34076, Bethesda, MD 20827-0076, for the purpose of Licensing SAS Institute Software and Maintenance.

RECITALS

WHEREAS, the state of Washington, acting by and through DIS, has determined by the Software owner, SAS Institute, that EIS is the partner to SAS and assigned reseller to License SAS Institute Software and Maintenance; and,

WHEREAS, DIS has determined that entering into a Contract with EIS will meet the needs of DIS and will be in the DIS’ best interest;

NOW THEREFORE, DIS and EIS enter into this Software License Contract which shall govern Contractor’s furnishing to DIS the SAS Institute Software and other related Services in accordance with the Terms and Conditions of this Contract. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises made to each other as hereinafter set forth, the parties agree as follows:

1. DEFINITION OF TERMS

Definitions as used throughout this Contract shall have the meanings set forth below.

“**Acceptance**” shall mean a written notice from DIS to the Contractor that the Software has successfully passed Performance Testing and Acceptance.

“**Business Days**” shall mean, Monday through Friday, 8:00 a.m. to 5:00 p.m., DIS’ local time, excluding Washington State holidays.

“**Agency**” or “**Agencies**” shall mean the Department of Information Services and other Washington State Agencies and local governments or any other entity defined as a customer of the

Washington State Department of Information Services in Chapter 43.105 Revised Code of Washington in effect as of the effective date of this Contract. This does not include private entities, except to the extent that such service may be incidental to the receipt of regulatory, Licensing, taxation or other government-related business conducted by DIS or its Customers.

“Commercial Computer Software” shall mean computer Software, which is used regularly for other than DIS purposes is sold, Licensed or leased in significant quantities to the general public at established catalog prices.

“Contractor” shall mean Executive Information Systems, LLC, its employees and agents. “Contractor” also includes any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“DIS” shall mean the state of Washington, Department of Information Services, any division, section, office, unit or other entity of Department of Information Services or any of the officers or other officials lawfully representing Department of Information Services, executing this Contract with the Contractor for specified Software and/or services hereunder.

“Documentation” shall mean user manuals and technical release notes that Contractor releases for the Products.

“Institute” or **“SAS”** shall mean the SAS Institute, its employees and agents, and acting as a Subcontractor for EIS under this Contract. “Institute” also includes any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract,

“License” shall mean the rights granted to DIS to use the Software that is purchased under 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 maintenance.

“Software” shall mean the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version, where provided by Contractor.

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

“Technical Services” shall mean Contractor’s commercial Software maintenance services.

2. **TERM**

2.1 Software License Term

The Software License purchase term shall be fifty (50) years, commencing upon the Effective Date.

The Software License purchase term may be extended, by mutual agreement, PROVIDED: That the extensions shall be at DIS' option and shall be effected by DIS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the then-current Contract term's expiration and Contractor 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.

2.2 Maintenance Term

This Contract's Software maintenance and support term may be extended for additional one (1) year terms, at applicable fees, with thirty (30) days written notice. Rather than providing an initial setinit for the 50 year term of the license of the Software, DIS has requested and Contractor shall provide an annual setinit with the initial delivery of the licensed Software listed in Attachment A. When maintenance is extended for any annual period during the license period, DIS may at that time, request that an annual setinit also be provided for such annual maintenance period. If maintenance is not extended for any such annual period, DIS may request, at the expiration of the last maintenance period purchased by DIS, a setinit for the Software for the remainder of the fifty (50) year license period of such Software. Contractor may, with ninety (90) days' prior written notice, notify DIS that annual maintenance is no longer commercially available.

3. **PRICING**

Upon expiration of the first twelve (12) months of the license for desktop/server based Software and upon election by DIS to receive maintenance and support Services from Contractor, DIS shall pay maintenance and support fees to Contractor calculated at a rate not to exceed the then-current GSA Schedule price.

4. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for Acceptance those items that conform to the requirements of this Contract. DIS reserves the right to inspect or test any Software that has been tendered for Acceptance. DIS may require repair or replacement of nonconforming Software at no increase in Contract price. DIS must exercise its post-Acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

5. **GUARANTEE/WARRANTY**

- 5.1. All SAS Software will substantially conform to its then-current user Documentation, provided DIS has paid and continues to pay the specified License fees. If the Software does not substantially conform, the Institute will choose to make it conform, replace it with conforming Software or refund the current License fee paid. This is the exclusive remedy for breach of this warranty.
- 5.2. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose.
- 5.3. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to DIS for consequential damages resulting from any defect or deficiencies in Accepted items.

For SAS Software, the Institute is not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages, or (2) any claim against the DIS by a third party. The Institute is not required to provide the product authorization code if DIS is in breach of this Contract or if all amounts due under this Contract are not paid and is not liable for damages caused by the resulting Software interruption. DIS is responsible for implementing procedures to verify accuracy of data input and output. The Institute's total liability for any claim relating to matters covered by this Contract or use of the Software is limited to the License fees received from DIS for the Software product(s) at issue during the then-current License period.

- 5.4 Contractor represents and warrants that the obligations in this Contract that are expressly required to be performed by SAS Institute Inc., such as, but not limited to, the indemnification obligations in Section 12.2 of this Contract, shall be performed by SAS as a Subcontractor to Contractor.

6. **YEAR 2000 COMPLIANCE**

- 6.1 The latest release of SAS® Software for the WINDOWS operating system (Software specifically does not include release 6.04 of SAS software for PC DOS) provided under, or in support of, this Contract by the Contractor shall be Year 2000 compliant. "Year 2000 compliant" means, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. For the purposes of this definition, information technology means the Software as defined above.
- 6.2 The Software functionality includes the YEARCUTOFF option that determines the correct century to associate with two digit years and it is DIS' responsibility to ensure that the YEARCUTOFF option is used properly with the Software.

- 6.3** DIS' Software application may not correctly process date values greater than or equal to January 1, 2000 if the applications were designed to read, store, process or present calendar dates as two digit years in the 1900s. It is DIS' responsibility to ensure that the YEARCUTOFF option is used properly with DIS' Software applications so that the correct century is associated with two digit years.
- 6.4** If the Software does not operate in accordance with the above commitment, the Contractor shall, at its option, either (1) remedy the problem, or (2) replace the Software product at issue, or upon notification to DIS and receiving DIS concurrence (3) terminate the License and refund to DIS (a) the License fee for the Software product at issue for the current license period if termination occurs in the first annual period in which DIS receives maintenance at no charge, or (b) the then current annual maintenance fee for the Software product at issue if termination occurs in any subsequent annual period for which DIS has paid the applicable annual maintenance fee. This is the exclusive remedy for breach of this commitment.
- 6.5** The above commitment is effective during the initial annual period in which DIS receives maintenance for the Software product at issue at no additional charge and for each annual period thereafter for which DIS purchases maintenance for such Software as provided in this Contract. This commitment is subject to the requirements that: (1) DIS agrees to apply or install any corrective code, including but not limited to ZAPS, patches, fixes, modules, or maintenance releases that the contractor provides to DIS; and (2) all hardware and software products used in conjunction with the Software correctly operate on and after January 1, 2000 with correct calendar dates, including correctly operating with date values greater than or equal to January 1, 2000.

7. TECHNICAL SERVICES

The Contractor, without additional charge to DIS, shall provide Technical Services via the following hot line number: 919-677-8000. Use of the number is for the purpose of providing user assistance and guidance in the implementation of the Software. The Technical Services number is available from 9:00 am to 6:00 p.m. EST.

8. SOFTWARE MAINTENANCE

- 8.1.** Software maintenance service shall include the following:

Maintenance for SAS Software includes Technical Services conducted over the telephone, in writing or electronically to help solve specific problems with installation or use of the Software, and updates, new releases, and fixes which the Institute makes available on supported operating systems to its general customer base for the version of the Software Licensed. The first twelve (12) months of the License for server or user based Software includes maintenance at no additional charge.

- 8.2.** SAS Software License and/or Maintenance fees will be invoiced on an annual basis.

9. PERIODS OF MAINTENANCE

- 9.1. Maintenance may be discontinued by DIS on thirty (30) calendar days' written notice to the Contractor.
- 9.2. DIS should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

10. UTILIZATION LIMITATIONS

Software acquisition is limited to SAS Software to be:

- 10.1 When acquired by DIS, SAS Software and related Documentation so legended shall be subject to the remaining sections of this Section 10, Utilization Limitations.
- 10.2 Title to and ownership of the Software and Documentation shall remain with the Contractor, unless otherwise specified.
- 10.3 Software Licenses are by platform and by Agency. The Software may be used by any subdivision of the Agency that has access to the site the Software is placed at, even if the subdivision did not participate in the acquisition of the Software. Further, the Software may be used on a sharing basis where multiple Agencies have joint projects that can be satisfied by the use of the Software placed at one Agency's site. This would allow other Agencies access to one Agency's database. For DIS public domain databases, user Agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user Agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and Documentation in connection with the user Agency's permitted use of the computer programs and Documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user Agency.
- 10.4 Except as is provided in this Contract, DIS shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, Subcontractors and agents of DIS who have DIS' permission to use the Licensed Software and Documentation at the facility, and who have agreed to use the Licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of DIS to use Software, Documentation, or information therein, which DIS may already have or obtains without restrictions.
- 10.5 DIS shall have the right to use the computer Software and Documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, DIS has the right to transfer the Software to another site if DIS site for which it is acquired is deemed to be unsafe for DIS personnel; to use the computer Software and Documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or

backup purposes; to transfer a copy of the Software to another site for purposes of benchmarking new hardware and/or Software; and to modify the Software and Documentation or combine it with other Software, provided that the unmodified portions shall remain subject to these restrictions. DIS may make a copy of the Software licensed under this Contract to meet its security, installation, and restart and recovery needs.

10.6 Commercial Computer Software may be marked with the Contractor's standard commercial restricted rights legend, but this Contract and Attachment A including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10.7 For SAS Software, the License is for use only by those employees of the Agency Licensing the Software and any short-term on-site contractors while doing work for such Agency.

11. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to DIS when conversion from one version of the Software to another is made as the result of a change in operating system, or from one computer system to another.

12. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SAS INSTITUTE SOFTWARE LICENSES

The terms and conditions of this section, along with the applicable purchase order govern the License of Software products from SAS Institute Inc. The terms and conditions of this Section supersede and replace any additional or conflicting terms and conditions in the order issued to License the Software.

Each purchase order to this Contract identifies the specific Agencies to use the Software listed on that purchase order.

12.1 License Grant

- (1) The Software products and versions available under this Contract are set forth in Price List (Attachment A). Upon receipt of an acceptable order, the Institute will provide to the Agency placing the order the production release for the Software identified on the order for the applicable operating system and hardware.
- (2) The license granted hereunder with respect to the desktop and server based Software listed in Attachment A and provided under this Contract will be for a term of fifty (50) years from the initial delivery of the Software. DIS acknowledges that it has waived its right to initially receive a fifty (50) year setinit and that the initial copy of the Software provided to DIS shall be provided with only a one (1) year setinit. With respect to the Desktop Software identified in Attachment A, if Contractor or SAS Institute provides media duplication services for DIS or any Agency during the first twelve (12) months of the license or during

any subsequent annual period for which DIS has requested an annual setinit pursuant to Section 2.2 of this Contract, the Desktop Software furnished pursuant to such media duplication service will be provided with an annual setinit. The utility contained in the Software that will authorize it to operate is confidential and a trade secret of the Institute, which is not discernible or disclosed during authorized use, to which access is not authorized by anyone who receives or uses the Software under this Contract.

- (3) The Software is Licensed (1) on a per server basis for use with the supported operating system designated on the order; or (2) for an unlimited number of users or on a user increment basis for a specified number of users. The order will specify if the Software is Licensed on a per-server, user increment basis. If the Software is Licensed on a per-server, each copy of Software must only be installed on individual CPUs. If the Software is Licensed on a user-increment basis, the total number of individuals who access the Software during the License period must be counted and included in the user increment Licensed.

12.2 Indemnification

If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against Agencies relating to the Software, DIS agrees to immediately notify the Institute and, allow the Institute, with the pre-approval of the Washington State Attorney General, to control the litigation or settlement of such claim to the greatest extent allowed by law. DIS and such Agencies shall cooperate with the Institute in the investigation, defense, and/or settlement thereof. Provided that the Institute is allowed by the Attorney General to control the settlement of such litigation, the Institute agrees to indemnify Agencies by paying any settlement approved by the Institute, or any judgment, costs, or attorneys' fees finally awarded against Agencies for such claim. Agencies may participate at their own expense. This indemnification obligation does not apply to the extent the claim is based on a combination of Institute Software with other software or an Agency modification to the Software if such claim would not have been made but for the combination or modification.

If such a claim is made or, in the Institute's opinion, is likely to be made, the Institute, at its option, may modify the Software, obtain rights for Agencies to continue using the Software, or terminate the License for the Software product at issue and refund the current License fee paid by DIS. DIS agrees to abide by the Institute's decision and, if appropriate, install a different version of the Software or stop using the Software.

12.3 DIS Responsibilities

- (1) So DIS can properly update and distribute information needed to keep the Software functioning properly and account for authorized hardware, DIS will define in each order the hardware on which the Software is installed, the business address and point(s) of contact for those locations.
- (2) If DIS believes the Software is being used in violation of this Contract, DIS will

promptly notify the Institute in writing and will cooperate in the Institute's investigation and resolution of the situation.

- (3) DIS will inform anyone having access to the Software of their responsibility not to:
 - a. Reverse assemble or decompile the Software; or
 - b. Mask, modify, or suppress any copyright notices or other proprietary rights notices, or fail to properly label any authorized copy; or
 - c. Time-share, rent, outsource, or otherwise use the Software except as specifically permitted in this Contract.

12.4 Software Maintenance and Fees

- (1) Fees for particular versions or releases of the Software may differ depending upon previous versions or releases Licensed by DIS. Fees for hardware changes or upgrades in users which result in additional License fees will be billed under the License fee schedule and will be effective and invoiced as of the date of change or upgrade.
- (2) Maintenance is available for desktop and server based Software Licensed under this Contract. Maintenance beyond the first twelve (12) months of the License will be made available for each designated server or user increment upon payment of the applicable yearly maintenance fees contained in the Price List (Attachment A). Institute maintenance in the form of updates, new releases, and fixes is cumulative. If at any time during the term of this Contract DIS elects not to order maintenance from the Institute for a server or user increment such that there is an interruption in maintenance for that server or user increment for the Licensed Software, reinstatement of such maintenance will require payment for all preceding skipped annual periods of maintenance for that server or user increment of the Licensed Software.

The pricing in Price List (Attachment A) is for the conversion of existing licenses to this new license, and does not apply to new sites.

12.5 Ordering

To License the Software or order maintenance, DIS will provide orders which contain complete product, pricing, hardware, operating system, Software product, version, if applicable, and media information, and identification and location of DIS' premises where the Software is shipped. This Contract will be incorporated into DIS' order. The Institute has the right to request and receive written clarification of any order, which does not contain complete information. DIS agrees that, except for the above information, all other terms of DIS' orders are expressly deleted and rejected. Acceptance by the Institute of DIS' order does not constitute an amendment to this Contract.

12.6 Institute Distribution of the Software and Documentation

Upon receipt of an acceptable order from DIS, the Institute will ship F.O.B. destination (using its best efforts to ship within ten (10) Business Days) to the designated contact on the order, the media for the Software being Licensed. One copy of the applicable Software Documentation for each Software product ordered will also be provided. For desktop and server based Software, the Software media shipped will be pre-authorized to operate for fifty (50) years. If Licensed for a server, the Software media shipped will be pre-authorized to operate on the designated server for fifty (50) years.

12.7 Hardware and Operating System Support

During the term of this Contract, the Software will operate on hardware and operating systems (which may be modified) listed in Amendment C01-01, which are compatible with and supported by the Licensed version of the Software.

12.8 Upgrades Between User Increments

DIS must notify the Institute within thirty (30) days of all upgrades in designated users between user increment Licenses or upgrades. Upgrade fees within the same operating system are calculated by the difference in the corresponding fees (and the difference in the corresponding maintenance fees, when applicable) for the Licensed Software. No upgrades are available for a move to a different operating system.

12.9 Source Code

Source code from which the Software object code is derived (“Source Code”) is not being provided and is an Institute trade secret to which access is not authorized. Except to the extent allowed by law, neither DIS nor any other user may reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.

12.10 Licenses for Additional SAS Software

DIS may License additional Software, other than those contained in Attachment A, Price List, which the parties mutually desire to make available under this Contract, in accordance with fees to be mutually agreed upon by the parties.

12.11 Destruction of Software upon Termination

Upon termination of this Contract, DIS agrees to delete or destroy all Software in its possession that is not currently paid for and certify the same to the Institute. Upon termination of any License, DIS agrees to reclaim, delete, and destroy the Software product at issue and certify the same to the Institute.

12.12 Late Shipment

The Institute will use its best efforts to ship the Software within ten (10) days of receipt of an acceptable order. However, the Institute does not guarantee specific delivery dates. If the Institute fails to deliver the Software in the time frame required by DIS, DIS may cancel its order. The Institute will not be responsible for any losses incurred by DIS in purchasing software elsewhere.

12.13 Continuing Obligation

Obligations in this Contract, which by their nature are continuing, survive termination or expiration. Upon termination or expiration of the License, or when a User is no longer authorized to access the Software, DIS agrees to reclaim, delete and destroy the Software product at issue.

13. **SAVE HARMLESS**

Institute will defend Agencies from any direct damages resulting from a claim against Agencies for bodily injury or damage to tangible personal property, excluding loss of or damage to data, arising solely as a result of Institute's employees acting within the scope of their employment, provided that DIS shall immediately notify the Institute of any such claim, shall cooperate with the Institute in the investigation, defense, and/or settlement thereof, and shall permit the Institute, with the approval of the Washington State Attorney General, to control the defense and settlement of the claim. With respect to any such claim for which the Institute is permitted by the Washington State Attorney General to control the defense of Agencies and the settlement of such claim pursuant to the preceding sentence, the Institute shall indemnify Agencies by paying any settlement of such claims which the Institute approves, or any judgment, costs, or attorneys' fees finally awarded against Agencies with respect to such claim.

14. **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.

15. **PROPRIETARY INFORMATION**

Contractor acknowledges that DIS is subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DIS shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the DIS will release the requested information on the date specified.

16. TERMINATION FOR CONVENIENCE

When it is in the best interest of DIS, DIS' contracting officer may terminate this Contract, in whole or in part, by fourteen (14) calendar days' written notice to Contractor. If this Contract is so terminated, DIS is liable only for payments required by the terms of this Contract for Software and services received and Accepted by DIS prior to the effective date of termination. No refund or reduction of amounts paid or payable for Software and Services received and Accepted by DIS prior to such termination shall be allowed.

17. TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to DIS to continue this Contract in any future period, DIS may terminate this Contract under the **Termination for Convenience** section. DIS 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. The Government agrees to notify Contractor in writing of such non-allocation at the earliest possible time. 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 Software or Services from a third Party.

18. TERMINATION FOR DEFAULT

18.1 If either party 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 Contractor from incurring additional obligations of funds during investigation of any alleged Contractor compliance breach and pending corrective action by Contractor or a decision by DIS to terminate the Contract.

18.2 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.

18.3 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.

19. INDEPENDENT STATUS OF CONTRACTOR

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. Contractor 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.

20. PUBLICITY

20.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS and shall not be so construed by Contractor in any advertising or other publicity materials.

20.2 Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS' name is mentioned, language is used, or Internet links are provided from which the connection of DIS' name therewith may, in DIS' judgment, be inferred or implied. Contractor 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 *prior* to such use.

21. REVIEW OF CONTRACTOR'S RECORDS

21.1 Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of DIS' Confidential Information, and accounting procedures and practices. In accordance with their standard practices Contractor 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.

21.2 All such records shall be subject at reasonable times and upon prior notice 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, Contractor shall provide access to these items at contractor's facilities.

21.3 Contractor shall incorporate in its subcontracts this section's records retention and review requirements of this section.

21.4 It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from DIS' review unless the cost or any other material issue under this Contract is calculated or derived from these factors or if Federal Funding requires such access.

22. DISPUTES

22.1 In the event a bona fide dispute concerning a question of fact arises between DIS and Contractor and it cannot be resolved between the parties, either party may initiate the non-binding dispute resolution procedure provided herein.

22.2 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 five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.

22.3 If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) 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 five (5) Business Days.

22.4 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.

22.5 Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

23. 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. Contractor consents to jurisdiction for any action hereunder in the Superior Court for the state of Washington and venue of any such action in the Superior Court for Thurston County, Washington.

24. **AUTHORITY TO BIND**

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

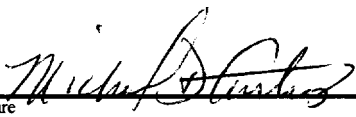
25. **COUNTERPARTS**

This Contract is to be executed in duplicate originals and each duplicate shall be deemed an original copy of the Contract signed by each party, for all purposes.

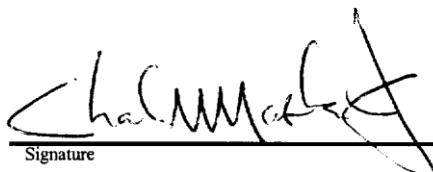
In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments hereto, do agree thereto in each and every particular and thus the parties have set their hands hereunto.

Approved
State of Washington,
Department of Information Services

Approved
Executive Information Systems, LLC.



Signature




Signature

Michael D. Curtright, Assistant Director

Print or Type Name

Charles M. Matthews, Jr.

Print or Type Name

 10/22/01

Title Date

 President 7/9/01

Title Date

Attachment A
Price List

DIS Contract Number: C01-LIC-025

**EIS GSA
NT Server License**

FYF - 6/2001 RYF - 6/2002

Products	BASE	\$ 10,080	\$ 4,274
	CONNECT	\$ 8,080	\$ 3,426
	ACCESS TO ORACLE	\$ 8,080	\$ 3,426
	ACCESS TO PCFF	\$ 8,080	\$ 3,426
	Share	<u>\$ 8,080</u>	<u>\$ 3,426</u>
	Subtotal	\$ 42,400	\$ 17,978
	Tax 8.6%	<u>3,646</u>	<u>1,546</u>
	Total	46,046	\$ 19,524

EIS Desktop

		300-user FYF 6/2001	RYF 6/2001	250-user RYF 6/2002 +6%
		<u>\$ 249,960</u>	none	<u>\$ 106,477</u>
Tax	8.6%	<u>21,497</u>		<u>9,157</u>
Total		\$ 271,457		\$ 115,634

Products:

- Base
- Access to PC File Formats
- Access to ODBC
- Access to Sybase
- AF
- Assist
- Connect
- EIS
- ETS
- FSP
- GIS
- Graph
- IML
- Insight
- Lab
- Stat
- Tutor 6.12 and Online Tutor (as one license because we have customers in 6.12 and 8)



This Amendment C01-1 to DIS Contract Number C01-LIC-025 is entered into by and between the Washington State Department of Information Services (“DIS”) and Executive Information Systems (“the Contractor”). This Amendment is subject to all of the terms and conditions of the above-referenced Agreement.

The Purpose of this Amendment is to outline the Products being Licensed for fifty (50) years by DIS and their costs. They are as follows:

NT Server – 4 Way

BASE	\$	10,080
CONNECT	\$	8,080
ACCESS to ORACLE	\$	8,080
ACCESS to PCFF	\$	8,080
Share	\$	<u>8,080</u>

Subtotal for NT Server \$ 42,400

Desktop – Window 95 and above, includes the following Products:

Base	Access to PC File Formats	Access to ODBC
Access to Sybase AF	Assist	Connect
EIS	ETS	FSP
GIS	Graph	IML
Insight	Lab	Stat
Tutor 6.12 and Online Tutor		

Subtotal for Desktop \$ 249,960

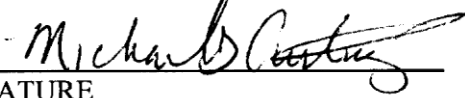
Total \$ 292,360

Total consideration for this Amendment, excluding Washington State sales tax, shall not exceed Two Hundred Ninety-two thousand Three hundred Sixty dollars (\$292,360).

All other terms and conditions of Agreement C01-LIC-025 shall remain unchanged and in full force and effect.

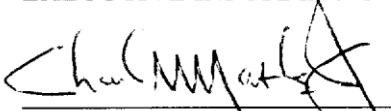
IN WITNESS WHEREOF, the parties have signed this Amendment.

WASHINGTON STATE
DEPARTMENT OF INFORMATION SERVICES



SIGNATURE
Michael D. Curtright, Assistant Director
NAME/TITLE

EXECUTIVE INFORMATION SYSTEMS



SIGNATURE
Charles M. Mathews, Jr.
NAME/TITLE



STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
Olympia, Washington 98504-2445

CONTRACT ACTION OVERVIEW

TO: Becci Riley, Acting Assistant Director

FROM: Frank Cook, Contracts Specialist *FKC*

DATE: June 4, 2002

SUBJECT: Amendment C02-2 for the purchase of one SAS License for NT Server "Access to ODBC" Software, and Termination of one SAS License for NT Server "Access to PC File Formats" Software, under DIS Contract C01-LIC-025 with Executive Information Systems, LLC.

SUMMARY:

1. Attached for your signature is Amendment C02-2 to Contract C01-LIC-025 for the acquisition of one NT Server "Access to ODBC" Software License to be used exclusively by the Department of Social and Health Services (DSHS) Research and Data Analysis (RDA) on a DSHS Server. Amendment C02-2 also addresses the DSHS RDA request for cancellation of one NT Server "Access to PC File Formats" Software License.
2. The total cost for this transaction is \$6,850.00, exclusive of tax.
3. This purchase is the result of the Acquisition Approval Request signed by you on May 28, 2002 (face sheet attached).
4. There is no need for approval as to form by the Assistant Attorney General. Your signature is recommended.



STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
Olympia, Washington 98504-2445

CONTRACT ACTION OVERVIEW


TO: Kay Metsker, Technical Services Manager
FROM: John Toohey, Contracts Specialist
DATE: August 1, 2003
SUBJECT: Acquire the Optional "SAS Bridge to ESRI" Component for Five Users at Various Agencies; Amendment No. C04-3 to C01-LIC-025

SUMMARY:

1. Please find attached for your signature duplicate originals of the above-referenced Amendment.
2. The cost of this agreement is \$5,560.00.
3. This agreement is based on the attached Acquisition Approval Request signed by you on July 28, 2003.
4. There is no need for approval as to form by the Assistant Attorney General. Your signature is recommended.

A handwritten signature in black ink, appearing to be "John Toohey", with the date "8-1-03" written below it.

enclosures

DIS Field Order		Date Ordered 12/23/2008	DIS Field Order Number K18828
 DEPT OF INFORMATION SERVICE 1110 JEFFERSON ST SE PO BOX 42445 OLYMPIA WA 98504-2445		SHIP TO ..[Jnt2r DEPT OF INFORMATION SERVICES 7827 ARAB DR. SE STE. A PO BOX 42445 OLYMPIA WA 98504-2445	
EXECUTIVE INFORMATION SYSTEMS 6901 ROCKLEDGE DR. SUITE 6000 BETHESDA MD 20827-0076 DAVID GRAY 301/581-4363		MAIL INVOICES TO ..[L DEPT OF INFORMATION SERVICES ACCOUNTS PAYABLE 1110 JEFFERSON ST SE PO BOX 42445 OLYMPIA WA 98504-2445	
AUTHORITY OR CONTRACT NUMBER		SHIP FROM	DELIVERY DATE 12/24/2008

Item Commodity Code	Description	Quantity	Unit	Unit Price	Total Cost	C/C
1 .7500- -	OEM PIN: SAS-MULTI Description: SAS Financial Manag Sol. Includes; Admin Users, Power Users Business Users Restricted Use Infrastructure Server Software (2 CPU's), 30-Unit SAS Enterprise Prof T ini g offer.	1	EA	\$382,670.00	\$382,670.00	4240

C 09-04

SPECIAL INSTRUCTIONS:			Ordered for Daniel Cottrell		Total- / \$382,670.00	
Carrier	Shipping Document	Collect	Prepaid	Pieces	Received By <i>Norm Todd</i>	Date Received 12-29-08
Prepared By Norm Todd	Telephone Number (360) 588-8986	Order Date 12/23/2008	Agency Approval <i>Cheryl Miller</i>		Date Approved 12-24-08	

INSTRUCTIONS TO VENDOR: DELIVER THE ARTICLES ORDERED ABOVE IN ACCORDANCE WITH THE FOLLOWING:

1. .. IIO order with it ai & t" in Hmicv & ILLZ'OY&l iD lower richt corDAIr. 2. Slaow Ord4tr Jrumber on all iavoic... -- and •himiin doclllaDb
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State of Washington DEPARTMENT OF ENTERPRISE SERVICES 1500 Jefferson St. SE, Olympia, WA 98501 •	CONTRACT AMENDMENT	
	Contract Number: C01-LIC-025 (09112)	Date Issued: April 29, 2013
	Amendment Number: Executive Information Systems, LLC 13-19	Effective Date: 7/1/13
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

Purpose: To add or revise, as applicable, the provisions of the contract relating to a Management Fee. The following language regarding the Management Fee and Sales & Subcontractors Reporting is added to the contract.

Management Fee:

Effective July 1, 2013, Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (Management Fee) of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to, or elimination of, the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor in the case of an upward adjustment of the Management Fee.

Contractor will provide DES with a sales report detailing Total Net Sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractors Report section of this Amendment using the requirements and schedule set forth below. DES will send an invoice within 30 days after each quarter, based on the Sales Report. Payment of the Management Fee is due within thirty (30) days of the date of the DES invoice.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the Contractor's Name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: _____ Quarter/Year: _____ Contractor's Name as it is known to DES (if not already included on the face of the check).

Sales & Subcontractors Reporting:

The Contractor shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting Unit on a quarterly basis in the electronic format provided by the Master Contracts & Consulting Unit at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>. A sample Sales & Subcontractor report can be found at: <http://www.ga.wa.gov/PCA/SL/ExternalForms/contracting/usage.doc>. Contractor must report by customer number and must report when no sales are made. Estimates and averages will not be accepted. Actual sales figures must reported.

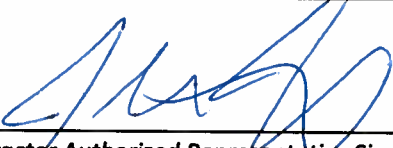

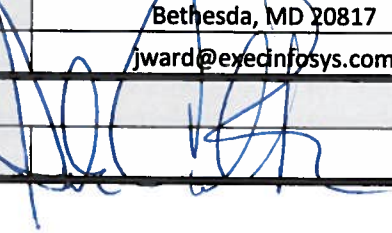
Schedule:

Contractor will provide Usage Reports and Management Fees quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	SALES REPORTS DUE	MANAGEMENT FEES DUE
January, February and March	April 30 th of same year	Within 30 days of DES Invoice date
April, May and June	July 31 st of same year	Within 30 days of DES Invoice date
July, August and September	October 31 st of same year	Within 30 days of DES Invoice date
October, November and December	January 31 st of following calendar year	Within 30 days of DES Invoice date

Authorizing Signatures

This contract amendment, consisting of two (2) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

 _____ (Contractor Authorized Representative Signature)		For State:	
6/7/13 (Date)		 _____ (Procurement Coordinator Signature)	
6/13/13 (Date)		_____ (Date)	
Print Name	Jonathan Ward	Print Name	Sylvia Sammons
Telephone No.	301-581-1097	Telephone No.	360-407-8226
Company	Executive Information Systems, LLC.	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	6901 Rockledge Drive, Suite 600 Bethesda, MD 20817	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	6901 Rockledge Drive, Suite 600 Bethesda, MD 20817	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	jward@execinfosys.com	Email:	sylvia.sammons@des.wa.gov
DES Approval			
MCC Manager	 _____ Signature/Date		6-13-13



(09112) C01-LIC-025 Software Contract Executive Information Systems LLC

Contract Amendment

Date Issued: 09/08/14

Effective Date: 09/10/14

Amendment Number: 14-01

Contractor Name: Executive Information Systems, LLC (EIS)

This Contract Amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

WHEREAS, EIS and the State of Washington entered to a software license contract dated June 25, 2001 and further modified it by several amendments and

WHEREAS, EIS and the State of Washington want to include an additional purchased line item titled "WA PC Bundle" to the contract

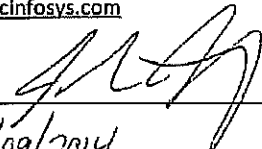
NOW, THEREFORE, EIS and the State of Washington agree to the following:

1. The new price line item (WA PC Bundle) will be available to all eligible users to the contract. This new item will allow for single purchase of software license instead of purchasing in bundles of 10.
2. WA PC Bundle will consist of the following components: SAS/ACCESS interface to ODBC, SAS/ACCESS interface to SYBASE and SQL Server, SAS/ACCESS interface to PC files, Applications Development package, SAS/ETS, SAS/GIS, SAS/IML, SAS/LAB, SAS e-Learning: SAS Programming Library, Statistical Package, User Basic Package.
3. Components in the WA PC Bundle may change, and not be available in new releases upon renewal
4. WA PC Bundle priced will be an initial priced at \$3,100 and upon renewal, price will be \$900.
5. To maintain the discount; State of Washington will maintain a user level at or above 300 licenses, if user level falls below the 300 level, then State of Washington will used old method of purchasing in bundles of 10. When the level reaches 300 users, than WA PC Bundle will be available for purchase again.
6. WA PC Bundle is subject to an annual price increase to higher than 10% which is the highest amount allowed by General Service Administration pricing (GSA). EIS will notify the State of Washington of propose price increase within 45 days in advance.
7. All other provision of Contract (09112) C01-LIC-025 as amended shall remain in full force and effect.

Authorizing Signatures

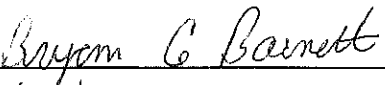
For Contractor:

Jonathan Ward, EIS
(301) 581-1097
6901 Rockledge Drive Suite 600
Bethesda, MD 20827-0076
jward@execinfosys.com

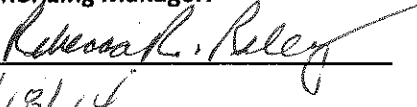
Signature  _____
Date 09/09/2014

For State of Washington:

Bryan Barnett, DES Master Contracts and Consulting (MCC)
(360) 407-8256
PO Box 41411
Olympia WA 98504-1411
Bryan.Barnett@des.wa.gov

Signature  _____
Date 09/09/2014

MCC Authorizing Manager:

Signature  _____
Date 9/18/14

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	C01-LIC-025 (09112)
Executive Information Systems LLC 6901 Rockledge Drive Suite 600 Bethesda, MD 20827	Amendment No.:	5
	Effective Date:	October 1, 2017

FIFTH AMENDMENT
TO
CONTRACT NO. C01-LIC-025 (09112)
EIS

This Fifth Amendment (“Amendment”) to Contract No. C01-LIC-025 (09112) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Executive Information Systems LLC, a Maryland Limited Liability Corporation (“Contractor”) and is effective as of October 1, 2017.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. C01-LIC-025 (09112) dated effective as of July 9, 2001 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment No. 1 effective 7/9/2001 to include a product outline.
 - b. Amendment No. 2 effective 6/4/2002 to purchase NT Server software.
 - c. Amendment No. 13-19 effective 7/1/2013 to add Management Fee.
 - d. Amendment No. 14-01 effective 9/10/2014 to add a new price line item.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **VENDOR MANAGEMENT FEE.** Effective October 1, 2017, the Contract is hereby amended by deleting the existing Management Fee provision of Amendment No. 13-19 in its entirety and inserting the following in lieu thereof:

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

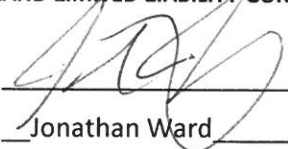
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this

Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.


5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

EXECUTIVE INFORMATION SYSTEMS, LLC
A MARYLAND LIMITED LIABILITY CORPORATION

By: 
Name: Jonathan Ward
Title: Contracts Manager
Date: 09/13/2017

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Mike Dombrowsky
Title: IT Contracts Consultant
Date: 9/13/2017