

**EXHIBIT B  
SCHEDULE TO THE  
SOFTWARE END USER LICENSE AGREEMENT  
(INSERT NAME OF LICENSEE)**

This independent Schedule to the Software End User License Agreement ("**Schedule**") is made as of \_\_\_\_\_, 2006 ("**Schedule Effective Date**") by and between City of Minneapolis, Minnesota ("**Minneapolis**") and \_\_\_\_\_ ("**Licensee**"). This Schedule is part of the Software End User License Agreement between the parties dated \_\_\_\_\_, 2006 ("**Agreement**"). Minneapolis' Software Support Services Terms and Conditions shall be a part of this Schedule provided Licensee elects to purchase Software Support Services. Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Schedule shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by Licensee or Minneapolis) are objectionable and deemed material.

**License Fees**

	<b>Per Copy Licensee Fee</b>	<b>Production Copies</b>	<b>Test &amp; Development Copies</b>	<b>License Fee</b>
<b>WORKFORCE DIRECTOR</b>				
Version 2.	\$0.00 (None)	1		\$0.00
			Subtotal from	
			Page 1:	\$0.00
			Subtotal from	
			Page 2	\$
			<b>TOTAL FEES:</b>	<b>\$</b>

Database Version:	Operating System:	Hardware Model:
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**ADDITIONAL SOFTWARE/SERVICES**

<b>Software/Service</b>	<b>Manufacturer</b>	<b>Per Item Fee</b>	<b>Quantity</b>	<b>Fee</b>
[Insert any <u>Licensed</u> Software provided by Minneapolis]		\$	Unlimited	\$0.00
(Insert fee for Software Support Services)				\$
<b>Subtotal of Page 2:</b>				\$

**Payment Terms.** Licensee shall pay Minneapolis ninety percent (90%) of license fees on the Schedule Effective Date and ten percent (10%) upon the earlier of the Software installation date or sixty (60) days from the Schedule Effective Date. Support Services shall be due within thirty (30) days of receipt of the Minneapolis invoice. All fees are payable in US dollars and shall be send to the attention of Minneapolis' Accounts Receivable Department.

**Conflict.** If there are any conflicts or inconsistencies between the provisions of this Schedule and the Agreement and/or any addenda thereto, the provisions of this Schedule shall prevail.

LICENSEE SITE ADDRESS	BILL TO ADDRESS	SHIP TO ADDRESS
Contact name:	Contact Name:	Contact Name:
Phone No.	Phone No.	Phone No.
Fax No.	Fax No.	Fax No.

**Software Support Services Renewal Terms:** Licensee may elect to continue Software Support Services for an additional six (6) months commencing six (6) months from the Effective Date by paying Minneapolis an amount equal to the initial Software Support Services fee. If licensee desires additional support services beyond those described in the Software Support and Services Terms and Conditions, Minneapolis will provide them at the then current rates. Thereafter, annually for a period of five (5) years Licensee may elect to continue Software Support Services. Increases in the fee for Support Services shall not exceed five percent (5%) in any subsequent twelve (12) month period.

**Version Upgrades:** Licensee may upgrade to version 3.0 of WORKFORCE, when it is released and offered for commercial use, at no additional license fees. Licensee may upgrade to subsequent versions beyond version 3.0 for the fee established at the time the version is released and offered for commercial use.

**EXHIBIT C**  
**SCHEDULE TO THE**  
**SOFTWARE END USER LICENSEE AND SERVICE AGREEMENT**  
**(INSERT NAME OF LICENSEE)**

This independent Schedule to the Software End User License and Service Agreement ("**Schedule**") is made as of \_\_\_\_\_, 2006 ("**Schedule Effective Date**") by and between **Minneapolis**") and \_\_\_\_\_ ("**Licensee**"). This Schedule is part of the Software End User License and Service Agreement between the parties dated \_\_\_\_\_, 2006 ("**Agreement**"). Minneapolis' Software Support Services Terms and Conditions shall be a part of this Schedule provided Licensee elects to purchase Software Support Services. Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Schedule shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by Licensee or Minneapolis) are objectionable and deemed material.

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in the Schedule shall have the same meaning as those used in the Agreement.
2. **Payment Terms.** Licensee's payment shall be due within thirty (30) days of receipt of the Minneapolis invoice.
3. **Conflict.** If there are any conflicts or inconsistencies between the provisions of this Schedule and the Agreement and/or any addenda thereto, the provisions of this Schedule shall prevail.

**Terms of initial Software Support Services.** Licensee may elect to initially purchase services described in Software Support Services Terms and Conditions for a period of six (6) months commencing with the Schedule Effective Date.

LICENSEE SITE ADDRESS	BILL TO ADDRESS	SHIP TO ADDRESS
Contact name:	Contact Name:	Contact Name:
Phone No.	Phone No.	Phone No.
Fax No.	Fax No.	Fax No.

**EXHIBIT D**  
**Software Support Services**  
**Terms and Conditions**  
**(INSERT NAME OF LICENSEE)**

Software Support Services Terms and Conditions ("**Support Services**") are referenced in and incorporated into the License Agreement between Minneapolis and Licensee. Upon reasonable notice, Minneapolis reserves the right to modify the terms and conditions of Support Services on an annual basis to reflect current market conditions.

**1. Coverage**

Minneapolis provides Licensee with Support Services for the Software in consideration for Licensee's payment of the applicable fees to Minneapolis.

**2. Software Maintenance**

The following technical and functional improvements will be issued periodically by Minneapolis to improve Software operations:

- a. Fixes to Errors;
- b. Updates; and
- c. Enhancements contained within new releases.

**3. Priority Level of Errors**

Minneapolis shall reasonably determine the priority level of Error. Minneapolis uses the following protocols:

Priority A Errors:

Minneapolis promptly initiates the following procedures: (1) assign specialists to correct the Error; (2) provide ongoing communication on the status of the corrections; and (3) immediately commence to provide a Workaround or a Fix.

Priority B Errors:

(1) Minneapolis assigns a specialist to commence correction of Error and (2) Provide escalation procedures as reasonably determined by Minneapolis support staff. Minneapolis exercises all commercially reasonable efforts to include the Fix for the Error in the next Software maintenance release.

Priority C Errors:

Minneapolis may include the Fix for the Error in the next major Software release.

**4. Telephone Support**

Minneapolis provides telephone technical support concerning installation and use of the Software. Except for designated holidays, standard telephone support hours are Monday through Friday, 8:00 a.m. to 6:00 p.m. Central Time. Telephone Support is available 24 hour, 7-days a week for in-production customers who need to resolve critical production problems outside of normal support hours.

**5. Account Manager**

Minneapolis assigns an account manager to assist the on-going support relationship. A reasonable amount of account manager on-Site time is included in the annual Support Services fee. Licensee will reimburse Minneapolis for the reasonable travel and living expenses of the account manager for on-Site activity.

## **1. Fees**

Support Services are billed on an annual basis, payable in advance. Licensee shall be responsible for all taxes associated with Support Services, other than taxes based on Minneapolis' income. Licensee's payment shall be due within thirty (30) days of receipt of the Minneapolis invoice.

Should Licensee elect not to renew Support Services and subsequently request Support Services, Minneapolis shall reinstate Support Services only after Licensee pays Minneapolis the annual then current fee plus all cumulative fees that would have been payable had Licensee not suspended Support Services.

## **2. Term and Termination**

Unless a shorter term is agreed to in writing by both parties, Support Services shall be provided for one (1) year from the Schedule Effective Date and shall be extended each additional year unless terminated by either party. Each one (1) year term shall commence on the anniversary of the Schedule Effective Date.

Either party may terminate the Support Services provisions at the end of the original term or at the end of any renewal term by giving the other party written notice at least ninety (90) days prior to the end of any term.

In the event Licensee fails to make payment pursuant to the section titled "Fees", or in the event Licensee breaches the Support Services provisions and such breach has not been cured within thirty (30) days of written receipt of notice of breach, Minneapolis may suspend or cancel Support Services.

## **3. Exclusions**

Minneapolis shall have no obligation to support:

- a. Altered, damaged or substantially modified Software;
- b. Software that is not the then-current or Previous Sequential Release;
- c. Errors caused by Licensee's negligence, hardware malfunction or other causes beyond the reasonable control of Minneapolis;
- d. Software installed in a hardware or operating environment not supported by Minneapolis; and
- e. Third party software not licensed through Minneapolis.

## **4. General**

All Updates provided to Licensee are subject to the terms and conditions of the Agreement.

Minneapolis shall not be liable for any failure or delay in performance of the Support Services due to causes beyond its reasonable control. Any illegal or unenforceable provision shall be severed from these Terms and Conditions. Licensee agrees that any information received pursuant to these Terms and Conditions shall be deemed subject to the non-disclosure obligations set forth in the Agreement. The Support Services Terms and Conditions states the entire agreement or Minneapolis' provision of Support Services to Licensee and may only be amended by a written amendment executed by both parties.

## **5. Definitions**

Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as set forth in the Agreement and applicable Schedule.

"Enhancement" means technical or functional additions to the Software to improve software functionality and or operations. Enhancements are delivered with new releases of the Software.

"Error" means a malfunction in the Software which degrades the use of the Software.

"Fix" means the repair or replacement of source or object or executable code versions of the Software to remedy an error.

"Previous Sequential Release" means the release of Software for use in a particular operating environment which has been replaced by a subsequent release of the Software in the same operating environment. A Previous Sequential Release will be supported by Minneapolis for a period of fifteen (15) months after release of the subsequent release.

"Priority A" means an Error that (1) renders the Software inoperative; or (2) causes the Software to fail catastrophically.

"Priority B" means an Error that affects performance of the Software, but does not prohibit Licensee's use of the Software.

"Priority C" means an Error that causes only a minor impact of the use of the Software.

"Update" means all published revisions to the printed documentation and one (1) copy of the new release of the Software which are not designated by Minneapolis as new products for which it charges separately.

"Workaround" means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software.