

## Evaluation Criteria for CMS and Portal System

### **Portal Business Requirements**

- Be supported by a financially viable company

#### **General Portal Functionality:**

- Deliver a variety of types of content (i.e. text, images, news articles, logos, press releases, audio files, animation, streaming audio/video, etc.)
- Decentralized Management (with "object" level security)
- Ease of Use for ISD/Departments to administer staff (security)
- Ability to enforce Look and Feel through 3 levels (County, Department, Division)
- Deliver content to multiple cultures in multiple languages
- Allow permissioning (security) of different levels (County, Department, Agency)

#### **Need to be able to capture Analytics on how the website is being used:**

- Clickstream/Path Analysis – shows the exact path that end-users take to content
- Traffic Analysis – what pages or channels are being accessed

#### **Easy to Use Search:**

- End-Users can search content, the SMC website, and/or Internet
- End-Users can search both structured (database) and unstructured (text file) data
- Layman's terms, local jargon, and/or slang can be inputted to search for content

#### **Personalization/Authentication:**

- Personalization/Authentication for End-Users
- Customizable Personalization Information (i.e. name, address) for profile (welfare example)

#### **Ease of Environment:**

- Ease of Use for creating different templates for various content types and designs (no codin
- Support for Extranet functions (limited control, secure)
- Categorize content and services to make information easier to find (aggregate)
- Help adhere to ADA standards
- Autogenerate to Text Only pages (for ADA users)
- Allow personalization of content based on user type (i.e. citizen, employee, etc.)
- Separate format from content with ease
- Have a robust application execution environment (components run on WebSphere)
- Use flexible application development tools and portfolio of tools
- Help easily create and maintain on-line forms
- Ease of presenting legacy systems' data

### **CMS Business Requirements**

- Be supported by a financially viable company

#### **General CMS Functionality:**

- Ability to publish content through various sources (MS Word, entry form, on the web page itself, etc.)
- Ability to automate approvals and workflow for content publishing
- Easily be able to rollback to a previous version
- Decentralized Management (with "object" level security)
- Allow near real-time updates (weather, constantly changing data)
- Have role-based access for creation vs. editing vs. design vs. approval
- Ability to enforce/update "living" time of content (i.e. creation, expiration date)

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**Ease of Environment:**

- Publishers not having to worry about the technology (code, design/format, browser version, OS, device) and Technical Staff (Webmasters, etc.) not having to worry about the content
- Ease of use for Staff to create, update and publish content (not HTML coding)
- Ease of Use for ISD/Departments to administer staff (security)
- Browser based interface for all Staff
- Help adhere to ADA standards
- Separate format from content with ease
- Allow permissioning (security) of different levels (County, Department, Agency)
- Would like to be able to convert existing site with ease

**Portal Operational/Technical Requirements**

**General Portal Technology**

- Assemble content dynamically
- Act as a Family of Products (out of the box integration)(Single Vendor support)
- Present content and allow multiple access on multiple devices (i.e. browser, wireless, PDAs kiosk, etc.)
- Easily import/move HTML into the system
- Be browser independent (Netscape, Microsoft, etc.)
- Cache both elements & page
- Give access to secure online payment processes
- Integrate with offline enterprise legacy systems

**General Infrastructure**

- Utilize the County's existing architecture/infrastructure
- Run on multiple hardware platforms (Intel, IBM)
- Run on multiple OS (LINUX, AIX, or NT)
- Work with WebSphere, IIS or Apache
- Out of Box compatible with FileNET
- Use at least 128-bit encryption
- Easily incorporate changes made to a staging/testing environment into production
- Easily portable to other architectures (i.e. if need change OS or hardware, minimally effected)
- Have enterprise-class capabilities (redundancy, load balancing, automated failover)
- Be easily integrated into other applications (custom, legacy, etc.)

**Training/Maintenance/Support**

- Provide training/services for implementation and/or configuration
- System that is easy to deploy and maintain
- System with a low maintenance cost
- Have a low support cost (people)
- Provide fail-safe protection for County, in case of business failure (will give us source code)

Evaluation Criteria for CMS and Portal System

**CMS Operational/Technical Requirements**

**General CMS Technology**

- Manage and deliver large volumes of content
- Act as a Family of Products (out of the box integration)(Single Vendor support)
- Control source code development and versioning (change management)
- Manage large, dynamic, information-intense catalogs or data sources (without code)
- Easily search and track content
- Use and Maintain a repository (DB)
- Tools for Meta-tagging

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**Portal Nice to Have**

- Move pieces of content from page to page with ease
- Have pages built from live data feeds
- Integrate with JCA, connect into J2EE
- Run on LINUX and S/390
- Have multiple communications capabilities (chatting, message boards, etc.)
- Have predictive capabilities (using clickstream analysis based on past usage, predict action: a.k.a. Implicit Personalization)
- Have single sign-on authentication capabilities

**CMS Nice to Have**

- Convert distributed information into XML data, which can be shared
- Integrate with JCA, connect into J2EE
- Run on LINUX and S/390
- Maintain knowledge management (from community, internal, membership lists, etc.)

**COUNTY OF SAN MATEO**  
**Information Services Department**

**EVALUATION OF SOFTWARE FOR  
COUNTY CONTENT MANAGEMENT AND PORTAL SYSTEMS**

Date: 12/24/2001

The work/services to be performed are:

- 1.1. The County, through Purchasing, owns licenses for the system.
- 1.2. Assistance with installation and configuration of the system.
- 1.3. Written summaries via email of decisions and action items from all meetings attended by contractor.
- 1.4. Training and knowledge transfer to County staff
  - 1.4.1. Explanation on the use and structure of the system
  - 1.4.2. Advice on the processes and methodology to be used in merging the County's content with the design.
  - 1.4.3. Specific training for content publishers, system administrators, and format/template designers.

The product-set will enable the County to:

- 1.1. Maintain content and format of Web sites independently.
- 1.2. Decentralize the control of the Web sites for security, content publishing, and the look and feel.
- 1.3. Provide a generalized search capability to search both the site and the content.
- 1.4. Dynamically publish and create Web pages.
- 1.5. Generate meaningful analysis about how the site is being used.
- 1.6. Give implicit and explicit personalization capabilities.
- 1.7. Generate Web pages for display over various devices (PDA, kiosk, cell phone, etc.).
- 1.8. Reduce the dependency on programmers by allowing business users to publish content and technical staff to concentrate on the connectivity of the site.

Work to be done between 12/31/01 through 06/30/02.

The top four product-sets (a product-set may have two contractors) were:

Name	<u>Vignette Corporation</u>	<u>Stellent Inc.</u>
Address	<u>12667 Alcosta Blvd., Ste</u> <u>250 San Ramon, CA 94583</u>	<u>460 Seaport Court, Ste.</u> <u>230</u> <u>Redwood City, CA 94063</u>
Phone	<u>925-355-3200</u>	<u>650-941-8303</u>
*Quoted Price	<u>\$509,850</u>	<u>\$660,960</u>
Score	<u>2029.0</u>	<u>1136.5</u>

Name	<u>Interwoven/IBM</u>	<u>Interwoven/Epicentric</u>
Address	<u>2710 Gateway Oaks Drive</u>	<u>1195 Fremont Avenue</u>
	<u>Ste.200 Sacramento, CA</u>	<u>Sunnyvale, CA 94087</u>
Phone	<u>95833 408-774-2000 /</u>	<u>408-774-2000 /</u>
Address	<u>480 San Antonio Rd Ste.</u>	<u>The Landmark at 1 Market</u>
	<u>200 Mountain View, CA</u>	<u>1Market St. 7th floor</u>
	<u>94040</u>	<u>San Francisco, CA 94105-5106</u>
Phone	<u>1-877-FLY-HUMM</u>	<u>415-995-3200</u>
*Quoted	<u>\$542,580</u>	<u>\$525,030</u>
Price		
Score	<u>1415.0</u>	<u>1685.0</u>

\* Quoted price from vendors only includes project license fees, maintenance and upgrade cost.

If the agreement is not to be awarded to the low bidder, explain; or if less than three sources for the work/services were contacted, explain:

The Content Organization Workgroup started evaluating products by selecting vendors from Gartner's Magic Quadrant; Gartner is a respected, independent third party that evaluates technology solutions, 'Magic Quadrant' is a research report from Gartner that compares product lines from different vendors. In our methodology any vendor who was in the upper right hand quadrant (high in vision and ability to execute) or had significantly improved from the previous quarter moving into the direction of the upper right hand quadrant were interviewed over the phone, 17 in total. The phone interviews revealed some vendors were focused on internal facing products (Intranet) rather than external facing products (Internet, Extranet) while yet other vendors did not expand the capability that we currently have in-house (document management systems). Through research and previous experience, the workgroup created system requirements for both a Content Management System and Portal System and distributed those to the remaining 13 vendors. Based on discussions with vendors and demonstrations provided by the vendors, the workgroup created a document providing product comparison that is focused on the requirements of the County of San Mateo. Based on the demonstrations, the workgroup found a few solutions that are content management systems that include the features of a portal system that we need. In other cases, we have reviewed pairs of products that will provide us with the required functionality by integrating the two systems.

All 13 vendors were asked to provide informal quotes for total cost (product, implementation, training) and infrastructure layouts. These quotes were used to determine budgetary needs for this year and next year.

The evaluation process followed by the workgroup consisted of two steps. The first step was to analyze the product comparison document, containing all required business, technical and operational, and nice to have features. The analysis provided the ability to narrow down the product list to the top four product-sets. The second step was to conduct a weighted evaluation that included the informal quoted price along with weighted points for business, technical and operational, and nice to have requirements. The product-sets were evaluated based on vendor demonstrations and discussions. Based on our evaluation, we are recommending: Vignette.

#### Contract Details:

Find contract details, take details and project sequencing subject to negotiation.

## CORPORATE MASTER AGREEMENT

between

Vignette Public Sector & Education, Inc.

("Vignette")

a Delaware corporation,

12120 Sunset Hill Road

Suite 160

Reston, Virginia 20190

and

County of San Mateo

("Client")

a government agency,

455 County Center

Street Address

Redwood City, CA 94063-1663

City, State, Zip

This Corporate Master Agreement (this "Agreement"), effective \_\_\_\_\_ (the "Effective Date"), sets forth the terms and conditions under which the parties agree that Client may, pursuant to one or more separately executed Schedules, (i) obtain licenses to use (a) Vignette's proprietary, non-custom software (the "Programs") listed on the relevant Schedule(s), (b) Vignette-furnished proprietary, custom software (the "Custom Programs") provided pursuant to consulting services listed on the relevant Schedule(s) and (c) the user documentation (the "Documentation") that Vignette makes generally available in hard copy or electronic form to its general customer base in conjunction with licenses of the Programs, (ii) purchase the services listed on the relevant Schedules, and (iii) purchase the services (the "Services") listed on one or more separately executed Assignments of Work. In this Agreement, the term "Software" shall mean the Programs and/or the Custom Programs, along with the Documentation, as appropriate.

This Agreement shall consist of this Agreement Form, the attached Exhibits, and all executed Schedules, as well as all other referenced attachments and any amendments. This Agreement is effective only upon full execution by both parties. By signing below, each party agrees to the terms of this Agreement. Any executed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original.

Agreed to by:

Vignette Public Sector & Education, Inc.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name typed or printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Client)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name typed or printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**EXHIBIT A  
CORPORATE MASTER AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**1. LICENSE GRANT AND RIGHT OF USE.**

- a. Provided that the Agreement and each relevant Schedule have been fully executed by both Vignette and Client, Vignette grants to Client a nonexclusive and nontransferable license to install and use the number of copies of the object code version of the Programs and if applicable, the source code version of Custom Programs, pursuant to the terms and conditions herein and in the executed Schedules. Unless otherwise designated, all licenses granted hereunder shall be perpetual.
- b. Unless otherwise specified on the relevant Schedule, each copy of the Software licensed hereunder may be installed on one single computer server. Client may use the Software for the functions expressly licensed by Client solely for Client's own internal business purposes in the software operating environment (if any) specified on the applicable Schedule. The Software may not be used to provide computer time sharing, third-party training on the use of the Software, virtual or actual hosting, or as a service bureau for any third parties. Client shall not (and shall not permit any employee or other third party to copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Programs or any trade secret information or process contained in the Software. Other special license terms and restrictions specified on the relevant executed Schedules are incorporated by reference into this Section 1. Client's rights in the Software will be limited to those expressly granted in this Agreement. Vignette reserves all rights and licenses in and to the Software not expressly granted to Client under this Agreement.

**2. FEES**

- a. Client shall pay Vignette the license fees and the Maintenance fees for the Software specified on the applicable Schedule within 30 days after receipt of Vignette's invoice. Fees for subsequent Annual Maintenance Periods (as the term is defined in Section 4) are due within 30 days after receipt of Vignette's invoice. All license fees paid hereunder are nonrefundable, except as provided in Section 7.a. below. All Software will be shipped FOB Vignette's site. Invoices may contain shipping and handling charges.
- b. Client shall pay any other fees and prices specified on a Schedule or Assignment of Work within 30 days after receipt of Vignette's applicable invoice.
- c. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Client will pay all taxes and duties assessed in connection with this Agreement and Client's performance hereunder by any authority. Client will promptly reimburse Vignette for any and all taxes or duties that Vignette may be required to pay in connection with this Agreement or its performance. This provision does not apply to any taxes for which Client is exempt, provided Client has furnished Vignette with a valid tax exemption certificate, or to Vignette's income or franchise taxes.

**3. REPRODUCTION OF THE SOFTWARE**

- a. Vignette shall provide Client with a single copy (the "Master Copy") of each Software product licensed hereunder. Subject to the other terms and conditions herein, Client may use the Master Copy (including all Updates provided hereunder) to install the number of copies specified on the relevant Schedule on Client's computer server(s) in accordance with the license grant.
- b. Client may also (i) make one copy of the Master Copy for archival purposes, (ii) install one copy of the Software at a backup location for its use only as and when necessary for business resumption purposes in the event of Client's primary computing facility becoming inoperable, (iii) install an additional copy as necessary to accommodate a move of the installed Software from one server to another (provided that the original installation is removed after the new server is operational), and (iv) copy the installed copies of the Software onto system backup media to the extent necessary to accommodate Client's normal system backup routines. Otherwise, Client may not copy the Software, in whole or in part.
- c. Client shall assume all responsibility for the quality of the copies made hereunder. Client shall include Vignette's copyright notice(s), proprietary rights legend(s), and other indicia of ownership on all copies, in the content and format as those that were contained on the Master Copy. Client shall pay all duplication and distribution costs incurred by Client by copying the Software, and shall also pay applicable use taxes, customs duties and similar fees.

**4. MAINTENANCE AND OTHER SERVICES**

- a. Provided Client elects to obtain maintenance services ("Maintenance") for a Program and pays all applicable Maintenance fees, Vignette shall provide Client with the following Maintenance services for the period commencing on the date Vignette delivers the relevant Program to Client through the period ending one anniversary year thereafter (the "Initial Maintenance Period"):
  - i Updates to the Programs. An Update shall mean a subsequent release of the Program(s) that Vignette makes generally available to its current Maintenance customers for the Programs. Updates include Refinements, defined as solutions, changes and corrections to the Programs as are required to keep the Programs in substantial conformance with the applicable Documentation and that are created by Vignette as corrections for defects in the Programs. Updates shall not include any release, option or future product that Vignette licenses separately.; and
  - ii Web-based support, consisting of information on the most current release of the Programs through Vignette's web site, including available Refinements; and
  - iii Provided Client elects to obtain Vignette's telephone support service ("Phone Support") and pays the Phone Support fees specified on the applicable Schedule, Vignette shall provide Client with Phone Support in the form of advice and counsel via telephone regarding Client's

use of the Programs for the number of persons specified on the applicable Schedule. Unless otherwise specified on the relevant Schedule, Phone Support shall be provided from 8:00 AM to 6:00 PM (Central Time), exclusive of holidays observed by Vignette.

- b. Upon expiration of the Initial Maintenance Period, Maintenance may renew for additional annual periods (each an "Annual Maintenance Period"), provided (i) Vignette continues to offer Maintenance for the relevant Program(s) to its general client base; and (ii) Client pays the Maintenance fees applicable for the relevant Annual Maintenance Period. Maintenance fees for the Program(s) shall be calculated per the applicable Schedule. All Maintenance fees shall be due and payable at the beginning of each Maintenance Period. Further, Updates shall be deemed Software for purposes of this Agreement
- c. Client agrees to provide Vignette with all information and materials requested by Vignette for use in replicating, diagnosing and correcting an error or other Program problem reported by Client. Client acknowledges that all Updates provided by Vignette will be cumulative in nature, and therefore Client agrees to install all Updates provided by Vignette. Client further acknowledges that Vignette's ability to provide satisfactory Maintenance is dependent on Client (i) installing all Updates and (ii) providing Vignette with the information necessary to replicate Program problems.
- d. Vignette shall not be obligated to provide Maintenance for any software other than the Programs (including all Updates) as delivered by Vignette to Client. Except to the extent Vignette modifies the Programs pursuant to the provision of Maintenance, Vignette shall have no obligation to provide Maintenance for any Program that has been customized or modified by any party, including Vignette, or for any Custom Software.
- e. Vignette shall provide consulting and training Services (each an "Assignment"), under the terms of this Agreement, agreed to by the parties and specified on one or more separately executed Schedule(s) or Assignment of Work(s). In the event of any conflict between this Agreement and an Assignment of Work, the provisions of the Assignment of Work shall prevail. All Assignments shall be billed on a time and materials basis at Vignette's then-current consulting rates unless otherwise agreed in writing by the parties. Any monetary limit referenced in an Assignment of Work shall be an estimate only for purposes of Client's budgeting and Vignette's resource scheduling unless expressly stated to be a definitive limit. Vignette shall have the right to use third parties in performance of Assignments hereunder and, for purposes of this Agreement, all references to Vignette or its employees shall be deemed to include such third parties. Client shall provide Vignette access to its equipment, systems and other facilities to the extent reasonably required by Vignette for the performance of Assignments hereunder. For any on-site services requested by Client, Client agrees to reimburse Vignette for its actual, reasonable travel and other out-of-pocket expenses incurred.

## 5. CONFIDENTIALITY

- a. Any business, operational or technical information provided to Client by Vignette hereunder that is marked or otherwise identified as confidential or proprietary, or that Client knows or should know is confidential or proprietary, the Software and other deliverables furnished by Vignette (including, but not limited to the oral and visual information relating thereto and provided in Vignette's training classes, seminars, and publications), and the terms of and pricing under this Agreement (collectively Vignette's "Proprietary Information") contain valuable and confidential information that is proprietary to Vignette and to third parties from whom Vignette has obtained marketing rights (the "Third Party Licensors"), and which includes and constitutes trade secrets and unpublished copyrighted material of Vignette and the Third Party Licensors. Client agrees to maintain the confidentiality of Vignette's Proprietary Information and to only use it in carrying out its rights and obligations under this Agreement. Nothing in this Agreement shall be construed to convey any title or ownership rights to the Software or Proprietary Information to Client. Client shall not sublicense, rent, assign, transfer or disclose the Proprietary Information to any third party and shall not reproduce, perform, display, prepare derivative works of, or distribute the Proprietary Information except as expressly permitted in this Agreement. Client shall not disclose the results of any benchmark tests of the Programs to any third party without Vignette's prior written approval. Client shall make commercially reasonable efforts to prevent the theft of any Proprietary Information and/or the disclosure, copying, reproduction, performance, display, distribution and preparation of derivative works of the Proprietary Information except as expressly authorized herein.
- b. Vignette agrees to maintain the confidentiality of business, operational and other information provided by Client to Vignette hereunder, provided such information is marked or otherwise identified by Client as confidential or proprietary or is of a nature that Vignette knows or should know is confidential or proprietary (also referred to herein as "Proprietary Information"), and will only use it in carrying out its rights and obligations under this Agreement.
- c. Both parties agree to restrict access to the Proprietary Information of the other only to employees who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 5.
- d. The confidentiality obligations of the parties regarding the Proprietary Information of the other shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the receiving party, (ii) is independently developed by employees of the receiving party without use or reference to the Proprietary Information of the other party, (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, and to provide the other with a copy of such order.

## 6. TERM AND TERMINATION

- a. This Agreement shall continue in force and effect perpetually unless terminated pursuant to its provisions.
- b. This Agreement, any Assignment of Work, and/or any license granted hereunder may be terminated in accordance with the following:
  - i. Vignette may terminate this Agreement, any Assignment of Work and/or any licenses granted herein:



A Upon 15 calendar days notice if Client uses, transfers or discloses any of the Software or other Proprietary Information, or any copy or modification thereof, in violation of this Agreement, unless Client has fully cured such breach within such 15 day period;

B Upon 30 calendar days written notice if Client has breached any other material provision of this Agreement, including failure to make payments when due, and such breach is not fully cured within such 45 day period.

ii Client may terminate this Agreement or any Assignment of Work on 30 calendar days written notice—, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work performed up until the date of termination, except where the contracting department determines that the services performed have breached the warranty stated in Section 7(b) herein.

c. Upon termination of the Agreement or any license(s) granted herein, Client's right to use and/or possess the affected Software and other related Proprietary Information shall immediately cease. Client shall immediately stop using all such Proprietary Information (including Software) and shall return all copies to Vignette, except that Client may instead choose to delete all installed copies off of any and all storage media possessed by Client. Client shall provide Vignette with written certification signed by an officer of Client that all copies of the Software have been returned or destroyed and that Client has retained no copies.

~~Any incomplete Assignment of Work(s) shall be terminated concurrently with this Agreement. Client shall pay a pro-rata portion of any Assignment that is incomplete at the time of termination and for which payments have not been made and~~

~~Vignette shall deliver to Client copies of all such incomplete work for which payment has been made, unless any applicable license for such work has been terminated.~~

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e. Termination of this Agreement, any Assignment of Work or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

## 7. WARRANTIES

- a. Vignette warrants that for the first 180 days following delivery of the Programs to Client (the "Warranty Period"), (i) the Programs as delivered will perform substantially in conformance with the applicable Documentation, and (ii) that the digital or electronic media on which the Programs and the Documentation are distributed are free from defects in materials and workmanship. Vignette does not warrant that the Programs will operate in combinations except as specified in the Documentation. Notwithstanding any other provision of this Agreement, Vignette and Client acknowledge that Client's use of the Software or other deliverables provided hereunder may not be uninterrupted or error-free. As Client's sole and exclusive remedy and Vignette's entire liability for any breach of the foregoing warranty, Vignette will, at its sole option and expense, promptly repair or replace any medium or Program which fails to meet this limited warranty or, if Vignette is unable to repair or replace the medium or the Program, refund to Client the applicable license fees paid upon return of the nonconforming item to Vignette.
- b. Vignette warrants that its Services provided hereunder shall be performed consistent with generally accepted industry standards. This warranty shall be valid for 180 days from the date of performance of the relevant service.
- c. Vignette warrants to Client that Vignette has the right to enter into this Agreement and to grant the rights and licenses herein and, that to the best of Vignette's knowledge, the Software does not infringe any patent or copyright or violate any other proprietary rights of a third party. Vignette's sole and exclusive obligation, and Client's sole and exclusive remedy, for breach of this warranty with respect to intellectual property or proprietary rights of any kind, is Vignette's indemnification of Client as set forth in Section 8 below.
- d. Provided that all date data provided to the Programs is in full 4 digit year format, Vignette warrants following delivery of the Programs to Client that the Programs as delivered to Client by Vignette: (i) shall accurately process 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; (ii) shall operate in substantial accordance with the Documentation prior to, during and after the year 2000; and (iii) shall not end abnormally or provide invalid or incorrect results as a result of date data, specifically including date data which represents different centuries or more than one century. The foregoing warranty shall not apply to any non-compliance (i) caused by Client or third party hardware, software or applications and content operating with or used in conjunction with the Programs as delivered, or (ii) caused by Client's use of other than a current unaltered release of the Programs if use of a current, unaltered release of the Programs would avoid the nonconformance. Client is solely responsible for all system integration and testing of the Software in a fully Year 2000-compliant operating environment, including all hardware, systems software, databases, network environment, and other interoperating components. As Client's sole and exclusive remedy and Vignette's entire liability for any breach of the foregoing warranty, Vignette will, at its sole option and expense, promptly repair or replace any medium or Program which fails to meet this limited warranty or, if Vignette is unable to repair or replace the medium or the Program, refund to Client the applicable license fees paid upon return of the nonconforming item to Vignette.
- e. Vignette warrants that it will use commercially reasonable efforts to ensure the Software as delivered by Vignette does not contain viruses, worms, Trojan horses or other unintended malicious or destructive code ("Malicious Code"). If Malicious Code is discovered in Software as delivered by Vignette, Vignette shall provide Client with a clean copy that does not contain such Malicious Code within 30 days following Client's notice to Vignette of a breach of this warranty. However, Client is hereby notified that the Software may contain time-out devices, counter devices, and/or other devices intended to ensure the limits of a particular license will not be exceeded ("Limiting Devices"). If the

Software does contain Limiting Devices, Vignette shall ensure that Client receives any codes or other materials necessary to use the Software to the limits of Client's license.

- f. EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, VIGNETTE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. VIGNETTE INDEMNITIES

- a. Vignette will defend or settle, at its expense, any action brought or allegation made against Client to the extent that it is based upon a claim that the Software, as provided by Vignette to Client under this Agreement and used within the scope of this Agreement, infringes any copyright, trade secret, U.S. patent or other proprietary right, and will pay any costs, damages excluding attorneys' fees attributable to such claim that are awarded against Client. Vignette's obligations hereunder are contingent on the following conditions:
- i Client must notify Vignette in writing promptly after Client becomes aware of a claim or the possibility thereof; and
  - ii Client must grant Vignette the sole control of the settlement, compromise, negotiation, and defense of any such action; and
  - iii Client must provide Vignette with all information related to the action that is reasonably requested by Vignette; and
  - iv Vignette may, at its option, (A) obtain the right for Client to continue using the Software; or (B) replace or modify the Software so it is no longer infringing, or (C) terminate the applicable license(s) and remove the Software. If Vignette so terminates the applicable license(s) and removes the Software, Vignette shall refund to Client a pro-rata portion of the license fees paid for such license(s) based on straight-line depreciation over a 60 month period following the relevant delivery date(s).
- b. The foregoing indemnity shall not apply to any infringement claim to the extent arising from (i) Software that has been modified by anyone other than Vignette; and/or (ii) Client's use of the Software in conjunction with Client data where use with such data gave rise to the infringement claim; and/or (iii) Client's use of the Software with other software or hardware, where use with such other software or hardware gave rise to the infringement claim; and/or (iv) use of other than the most current, unaltered Update to the Software if such claim would have been avoided by the use of such Update and/or (v) compliance by Vignette with designs, plans or specifications furnished by or on behalf of Client.
- c. Vignette will indemnify and hold Client harmless from all actual liabilities, damages and losses incurred by Client arising out of any legal action based on any claim of wrongful death, bodily injury or physical destruction of tangible property to the extent resulting from any acts or omissions of Vignette in the performance of its duties hereunder. The indemnity specified in this subsection is contingent on the conditions specified in subsections (a)(i)-(iii) above.
- d. Vignette shall not be liable hereunder for any settlement made by Client without Vignette's advance written approval or for any award from any action in which Vignette was not granted control of the defense.
- e. The parties agree to cooperate in good faith in the defense of any legal action or suit that causes one party to invoke an indemnity hereunder.
- f. **This Section 8 states Vignette's entire liability and Client's exclusive remedy for infringement of intellectual property rights of any kind.**

## 9. CLIENT INDEMNITIES

- a. Except to the extent Client is entitled to indemnification under Section 8.a. above, Client will defend or settle, at its expense, any action brought or allegation made against Vignette to the extent that it is based upon (i) a claim that any materials, as provided by Client to Vignette under this Agreement, infringes any patent, copyright, trade secret or other proprietary or intellectual property right, or (ii) Client's use of the Software including, but not limited to, claims that Vignette is liable for contributory infringement of a copyright, patent, trade secret, or other proprietary or intellectual property right of a third party caused by Client's use of the software or that Vignette is liable in tort or under statutory liability for defamation, invasion of privacy, or similar theories of law as a result of Client's use of the software, and Client will pay any costs, damages, expenses (including reasonable attorneys' fees) or liabilities resulting from or arising out of Vignette's payments to third parties due to such actions or claims. Client's obligations hereunder are subject to the following conditions:
- i Vignette must notify Client in writing promptly after Vignette becomes aware of a claim or the possibility thereof; and
  - ii Vignette must grant Client the sole control of the settlement, compromise, negotiation, and defense of any such action; and
  - iii Vignette must provide Client with all information related to the action that is reasonably requested by Client.
- b. Client will indemnify and hold Vignette harmless from all actual liabilities, damages and losses incurred by Vignette arising out of any legal action based on any claim of wrongful death, bodily injury or physical destruction of tangible property to the extent resulting from any acts or omissions of Client hereunder. The indemnity specified in this subsection is subject to the conditions specified in subsections (a)(i)-(iii) above.
- c. Client represents and warrants that it shall comply with all laws, rules, and regulations of the United States and other countries that may be applicable to the Software or to Client's activities under this Agreement. Client agrees to indemnify and hold harmless Vignette from all liabilities, damages, losses, claims, actions and expenses (including attorneys' fees) arising from breach of the warranties or Client's obligations set forth in this paragraph. The indemnity specified in this subsection is subject to the conditions specified in subsections (a)(i)-(iii) above.
- d. Client shall not be liable hereunder for any settlement made by Vignette without Client's advance written approval or for any award from any action in which Client was not granted control of the defense.
- e. The parties agree to cooperate in good faith in the defense of any legal action or suit that causes one party to invoke an indemnity hereunder.
- f. **This Section 9 states Client's entire liability and Vignette's exclusive remedy for infringement of intellectual property of any kind.**

## 10. LIMITATIONS OF LIABILITY

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO VIGNETTE'S OBLIGATIONS UNDER SECTION 8, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTORY LIABILITY OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST VIGNETTE, NEITHER VIGNETTE NOR ITS THIRD PARTY LICENSORS SHALL BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED, IN THE AGGREGATE, THE FEES PAID BY CLIENT FOR THE SPECIFIC SOFTWARE OR SERVICES WHICH GAVE RISE TO SUCH DAMAGES.
- b. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIGNETTE OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, EVEN IF VIGNETTE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.
- c. NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR LIABILITY FOR FRAUD.
- d. The provisions of this Agreement allocate the risks between Client and Vignette. Vignette's pricing reflects this allocation of risk and the limitations of liability specified herein.

## 11. MISCELLANEOUS

- a. In the event any action is brought to enforce any provision of this Agreement or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, excluding attorney's fees, incurred thereby.
- b. Client shall comply with all then current export and import laws and regulations of the United States and such other governments as are applicable to the Software. Client hereby certifies that it will not directly or indirectly, export, re-export, or transship the Software or related information, media, or products in violation of United States laws and regulations.
- c. Client may not assign this Agreement or any license granted or created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Vignette, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Client may assign this Agreement to any Affiliate of Client, provided that (i) the assignee agrees in writing to be bound by the terms and conditions of this Agreement, (ii) neither Client nor the assignee are in default hereunder, (iii) the assignee is not a competitor of Vignette, and (iv) Client agrees to remain liable for any breach of this Agreement by the assignee. ("Affiliate" of a party shall mean such party's parent corporation, an entity under the control of such party's parent corporation at any tier, or an entity controlled by such party at any tier. "Control" shall mean the power to direct or cause the direction of the management and policies of the entity through the ownership of more than 50% of the outstanding voting interests in such entity.)
- d. The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, employee, partner or joint venturer of the other party. Neither party shall have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever. Vignette may use Client's plain text name to list Client as a customer of Vignette.
- e. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon mailing by first class mail, properly addressed and postage prepaid, or delivery by courier service to the address specified on the face page hereof or to such other address as the parties may designate in writing.
- f. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of California, excluding its choice of law rules.
- g. Definitions set forth in any part of this Agreement shall apply to all parts of this Agreement. In the event of a conflict between the terms of different parts of this Agreement, the following order of priority shall apply: first, the Agreement; second, the Schedule; and third the Assignment of Work.
- h. Client shall permit Vignette by any reasonable and appropriate means to verify that Client has complied with the provisions of Sections 1 (Software License), 5 (Confidentiality) and 6 (Termination), and Client agrees to cooperate fully with such a verification. Verification shall be at Vignette's expense unless Client is in material breach of this Agreement. All such verifications shall take place upon not less than three business days notice to Client, during Client's regular business hours and will be conducted in a manner designed to minimize any impact on Client's normal business operations. Vignette shall be entitled, in addition to its other legal remedies, to obtain injunctive relief to enforce the terms of Sections 1, 2, 5 and 6.
- i. The following terms and conditions will survive termination: Sections 1(b)(except for the first 2 sentences), 2, 5, 6(c), 6(d) 8, 9, 10 and 11.
- j. If Client is the United States Government or any contractor thereof, all licenses granted hereunder are subject to the following: (i) for acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this Commercial Software Agreement and as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (ii) for acquisition by or on behalf of units of the Department of Defense ("DOD") as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this commercial computer software license and as specified in 48 C.F.R. 227-7202-1 and 227.7202-3 of the DOD F.A.R. Supplement and its successors.
- k. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for the payment of money) by reason of strikes, shortages, failure of suppliers, fires, floods, earthquakes, acts of God, war, riots, insurrection, governmental action, or any other cause which is beyond the reasonable control of such party.

l. This Agreement (including the attached Schedules, Assignment of Work(s) Exhibits and referenced attachments) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties. It is expressly agreed that the terms of any Client purchase order or other ordering document (except for mutually executed license Schedules and Assignments of Work) shall be without force and effect. This Agreement shall also supersede all terms of any unsigned or "shrinkwrap" license included in any package, media or electronic version of software licensed under a Schedule.

m. Non-Discrimination No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the one of the following penalties, to be determined by the County Manager: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years.

Contractor shall report to the County Manager the filing by any Vignette employee, who performed services for Client, in any court of any complaint of discrimination or the filing by any Vignette employee, who performed services for Client, of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

n. Equal Benefits With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

o. The parties agree to execute the appropriate documentation for Client to become a Preferred Beneficiary under the escrow agreement attached hereto as Exhibit B.

# MASTER PREFERRED ESCROW AGREEMENT

Master Number 2209067-00001

This Agreement is effective December 23, 1998 among Data Securities International, Inc. ("DSI"), Vignette Corporation ("Depositor") and any additional party who, along with Depositor, signs a copy of the Acceptance Form attached to this Agreement ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as "the parties."

A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the license agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of certain proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the license agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

## ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of the Acceptance Form, Depositor shall deliver to DSI the proprietary information and other materials ("deposit materials") required to be deposited by the license agreement or, if the license agreement does not identify the materials to be deposited with DSI, then such materials will be identified on an Exhibit A, unless Depositor has already delivered such materials to DSI. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the deposit materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the deposit materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. The Exhibit B must be signed by Depositor and delivered to DSI with the deposit materials, unless such deposit materials have already been delivered to DSI. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the deposit account as required in Section 2.2 below.

1.3 Deposit Inspection. When DSI has received both the deposit materials and the Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the deposit materials to the item descriptions and quantity listed on the Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the deposit materials in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign the Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on the Exhibit B, DSI will (a) note the discrepancies in writing on the Exhibit B; (b) date and sign the Exhibit B with the exceptions noted; and (c) provide a copy of the Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of the Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the deposit materials have been received and accepted by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the deposit materials deposited with DSI;
- b. With respect to all of the deposit materials, Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement;
- c. The deposit materials are not subject to any lien or other encumbrance;
- d. The deposit materials consist of the proprietary information and other materials identified either in the license agreement or Exhibit A, as the case may be; and
- e. The deposit materials are readable and useable in their current form or, if the deposit materials are encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any deposit materials. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the deposit materials. If a verification is elected after the deposit materials have been delivered to DSI, then only DSI, or at DSI's election an independent person or company selected and supervised by DSI, may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the license agreement, Depositor shall update the deposit materials within 60 days of each release of a new version of the product which is subject to the license agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Depositor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the deposit materials shall include the initial deposit materials and any updates.

1.8 Removal of Deposit Materials. The deposit materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

## ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI shall maintain the deposit materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the deposit materials. Except as provided in this Agreement, DSI shall not disclose, transfer, make available, or use the deposit materials. DSI shall not disclose the content of this Agreement to any third party. If DSI receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the deposit materials, DSI will immediately notify the parties to this Agreement. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. DSI will issue to Depositor and Preferred Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

## ARTICLE 3 -- GRANT OF RIGHTS TO DSI

3.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary information and materials are written or stored. However, this transfer does not include the ownership of the proprietary information and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. DSI shall have the right to make copies of the deposit materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the deposit materials onto any copies made by DSI. With all deposit materials submitted to DSI, Depositor shall provide any special instructions as may be necessary to duplicate the deposit materials.

3.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer deposit materials to Preferred Beneficiary upon any release of the deposit materials for use by Preferred Beneficiary in accordance with Section 4.5. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the deposit materials.

## ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Conditions" shall mean the following:

- a. Depositor's entry of an order of relief under Chapter 7 of Title 11 of the United States Code; or
- b. Depositor has ceased or failed to provide Preferred Beneficiary with material maintenance and support services pursuant to the terms of the license agreement, except due to breach, or termination without cause, by Preferred Beneficiary.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the deposit materials. Upon receipt of such notice, DSI shall provide a copy of the notice to Depositor, by certified mail, return receipt requested, or by commercial express mail.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the deposit materials, Depositor shall have twenty business days to deliver to DSI Contrary Instructions. "Contrary Instructions" shall mean the written representation by Depositor delivered by any means that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Preferred Beneficiary by certified mail, return receipt requested, or by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to the Dispute Resolution section of this Agreement (Section 7.3). Subject to Section 5.2, DSI will continue to store the deposit materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) resolution pursuant to the Dispute Resolution provisions; or (c) order of a court.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the deposit materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the deposit materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

4.5 Right to Use Following Release. Unless otherwise provided in the license agreement, upon release of the deposit materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the deposit materials for the sole purpose of maintaining the software licensed under the license agreement. Preferred Beneficiary shall be obligated to strictly maintain the confidentiality of the released deposit materials.

## ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; or (b) the



Agreement is terminated by DSI for nonpayment in accordance with Section 5.2. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to the parties to this Agreement affected by such delinquency. Any such party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then at any time thereafter DSI shall have the right to terminate this Agreement to the extent it relates to the delinquent party by sending written notice of termination to such affected parties. DSI shall have no obligation to take any action under this Agreement with respect to a party so long as any payment due to DSI from such party remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the deposit materials in accordance with instructions. If there are no instructions, DSI may, at its sole discretion, destroy the deposit materials and have a responsible officer of DSI certify their destruction in writing to Depositor, or return them to Depositor. DSI shall have no obligation to return or destroy the deposit materials if the deposit materials are subject to another escrow agreement with DSI.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the deposit materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the deposit materials has occurred prior to termination;
- d. The obligation of a party to pay DSI any fees and expenses due;
- e. The provisions of Article 7; and
- f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

## ARTICLE 6 -- DSI'S FEES

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 90 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due within 30 days following receipt of an accurate invoice from DSI or receipt of the deposit materials whichever is earlier. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2. Late fees on past due amounts shall accrue interest at the rate of one and one-half percent per month (18% per annum) from the date the payment is due.

## ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. DSI shall be responsible to perform its obligations under this Agreement and to act in a reasonable and prudent manner with regard to this escrow arrangement. Provided DSI has acted in the manner stated in the preceding sentence, Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities incurred by DSI relating in any way to this escrow arrangement.

7.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in San Diego, California, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any fees that are past due from such party and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the deposit materials if DSI may need to retain the original in its possession to fulfill any of its other escrow duties.

## ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and the Exhibits described herein, embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the license agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such license agreement. DSI's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary and the Acceptance Form need only be signed by the parties identified therein.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country to which the deposit materials may be delivered in accordance with the provisions of this Agreement.

Vignette Corporation

By: [Signature]

Name: Jack F. Lynch

Title: V.P. Finance

Date: 12/18/98

Data Securities International, Inc.

By: [Signature]

Name: Christie Woodward

Title: Sr. Contract Administrator

Date: 12/23/98

**PREFERRED BENEFICIARY  
ACCEPTANCE FORM**

Account Number \_\_\_\_\_

Depositor, Preferred Beneficiary and Data Securities International, Inc. ("DSI"), hereby acknowledge that \_\_\_\_\_ is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective December 23, 1998 with DSI as the escrow agent and Vignette Corporation as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Account Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices and communications to Preferred Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

P.O.#, if required: \_\_\_\_\_

\_\_\_\_\_  
Preferred Beneficiary

Vignette Corporation  
Depositor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Data Securities International, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MATERIALS TO BE DEPOSITED

Account Number 2209067-00001

Depositor represents to Preferred Beneficiary that deposit materials delivered to DSI shall consist of the following:

Source Code, Object Code and Binaries for StoryServer™ software version 4.0

Vignette Corporation  
Depositor

Preferred Beneficiary

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## DESCRIPTION OF DEPOSIT MATERIALS

SUBMITTED TO DSI  
WITHOUT MATERIALS

Depositor Company Name: Vignette Corporation

Account Number \_\_\_\_\_

Product Name StoryServer™ software Version 4.0  
(Product Name will appear on Account History report)

## DEPOSIT MATERIAL DESCRIPTION:

Quantity Media Type &amp; Size

Label Description of Each Separate Item  
(Please use other side if additional space is needed)

\_\_\_\_\_ Disk 3.5" or \_\_\_\_\_

\_\_\_\_\_ DAT tape \_\_\_\_\_ mm

\_\_\_\_\_ 4 \_\_\_\_\_ CD-ROM (see below)

\_\_\_\_\_ Data cartridge tape \_\_\_\_\_

\_\_\_\_\_ TK 70 or \_\_\_\_\_ tape

\_\_\_\_\_ Magnetic tape \_\_\_\_\_

\_\_\_\_\_ Documentation

\_\_\_\_\_ Other \_\_\_\_\_

Label descriptions:

1. SS-0400-101 StoryServer 4.0 Engine Solaris source
2. SS-0400-102 StoryServer 4.0 Tools source (NT & Solaris)
3. SS-0400-103 StoryServer 4.0 Engine NT source
4. SS-0400-104 StoryServer 4.0 Documentation source

## PRODUCT DESCRIPTION:

Operating System: Solaris 2.5.1 or later [101, 102, 104] Windows NT 4.0 [102, 103, 104]  
Hardware Platform: Sparc, Intel-based PC

## DEPOSIT COPYING INFORMATION:

Is the media encrypted? Yes / ☒ No If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required: Recordable media, CD-ROM reader and recording device

Software required: TAR

I certify for Depositor that the above described DSI has inspected and accepted the above deposit materials have been transmitted to DSI: materials (any exceptions are noted above):

Signature \_\_\_\_\_

Print Name Jack F. Lynch

Date 12/18/98

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date Accepted \_\_\_\_\_

Exhibit B# \_\_\_\_\_

Send materials to: DSI, 9555 Chesapeake Dr. #200, San Diego, CA 92123 (619) 694-1900

## DESIGNATED CONTACT

Master Number 2209067-00001

Notices and communications  
should be addressed to:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Invoices should be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

\_\_\_\_\_

P.O.#, if required: \_\_\_\_\_

Notices and communications to Depositor  
should be addressed to:

Company Name: Vignette Corporation

Address: 901 S. Mo Pac Expy, Bldg 3

Austin, TX 78746

Attn: Controller

Designated Contact: Theresa Pargeon

Telephone: (512) 306-4300

Facsimile: (512) 306-4500

Invoices should be addressed to:

Vignette Corporation

901 S. Mo Pac Expy, Bldg 3

Austin, TX 78746

Attn: Accounts Payable

Contact: Deanne Hutcherson

Telephone: (512) 306-4300

Facsimile: (512) 306-4500

P.O.#, if required: \_\_\_\_\_

With a copy to:

Company Name: Vignette Corporation

Address: 901 S. Mo Pac Expy, Bldg 3

Austin, TX 78746

Attn: Legal Counsel

Designated Contact: Bob Robinson

Telephone: (512) 306-4300

Facsimile: (512) 306-4500

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

Contracts, deposit materials and notices to  
DSI should be addressed to:

DSI  
Contract Administration  
Suite 200  
9555 Chesapeake Drive  
San Diego, CA 92123

Telephone: (619) 694-1900  
Facsimile: (619) 694-1919

Date: \_\_\_\_\_

Invoice inquiries and fee remittances  
to DSI should be addressed to:

DSI  
Accounts Receivable  
Suite 1450  
425 California Street  
San Francisco, CA 94104

(415) 398-7900  
(415) 398-7914



**ADDITIONAL ESCROW ACCOUNT AMENDMENT  
TO MASTER PREFERRED ESCROW AGREEMENT**

Master Number \_\_\_\_\_

New Account Number \_\_\_\_\_

Vignette Corporation ("Depositor") has entered into a Master Preferred Escrow Agreement with Data Securities International, Inc. ("DSI"). Pursuant to that Agreement, Depositor may deposit certain deposit materials with DSI.

Depositor desires that new deposit materials be held in a separate account and be maintained separately from the existing account. By execution of this Amendment, DSI will establish a separate account for the new deposit materials. The new account will be referenced by the following name: \_\_\_\_\_.

Depositor hereby agrees that all terms and conditions of the existing Master Preferred Escrow Agreement previously entered into by Depositor and DSI will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

Vignette Corporation  
Depositor

Data Securities International, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## VIGNETTE PRODUCTS AND SERVICES SCHEDULE

This License Schedule, together with Appendix 1 – Notes, Definitions & Additional Terms (together, the “Schedule”), incorporates and amends the Corporate Master Agreement (“CMA”) or the End User License Agreement (“EULA”), whichever is applicable (collectively, the “Agreement”), by and between Vignette Public Sector & Education, Inc. (“Vignette”) and the party identified below (“Client”, “You” or “you”) to license the software and purchase the services specified below.

<b>Client's Name</b>	County of San Mateo
----------------------	---------------------

**Billing Address:**

**Shipping Address:** (required even if electronic delivery – write “SAME” in Line 1 if same as Billing Address)

<b>Line 1</b>	455 County Center	
<b>Line 2</b>		
<b>Line 3</b>		
<b>City, State</b>	Redwood City, CA 94063-1663	
<b>County</b>	San Mateo	
<b>Country</b>	USA	
<b>Attn</b>	Kathleen Boutte	
<b>Phone</b>	650-599-7397	
<b>Fax</b>		
<b>Email</b>	KBoutte@co.sanmateo.ca.us	

**EULA:** If we have not previously entered into a CMA, the EULA will apply. The EULA is made available prior to download, where Programs are supplied electronically. Where Programs are delivered physically, the EULA is delivered with the Programs. In any event, we will provide you a copy of the EULA at your request whether before or after we execute this Schedule.

**Licensing Model:** Subject to the other terms and conditions in the Agreement, in order to use any of our Programs you must license (a) Vignette Content Suite (VCS) as such Program is a prerequisite to your ability to use any of our other Programs, (b) such applicable Programs, and (c) the number of Production Use CPUs that correspond to the number of CPUs of the servers on which any Programs (including, without limitation, VCS) are installed at any time for Production Use. No Production Use CPU licenses are included with any of our Program licenses. In addition, each license of a Program allows you to use such Program only (a) in conjunction with a single copy of the Live CMS (a single copy is included with each separate copy of the VCS Program that is licensed) and (b) in accordance with any specific licensing restrictions contained in the Notes with respect to such Program (e.g., VCS, VRMS, VEAP).

**General Terms:** Except as your use is further limited by the terms contained in the Notes, with each Program license purchased you may:

1. install and use such Program for Production Use only (a) on any number of servers provided the total number of CPUs on all servers on which any Programs are installed at any time for Production Use does not exceed the total number of Production Use CPU's licensed by you and (b) in conjunction with a single copy of the Live CMS;
2. install and use only up to twenty (20) copies of each included Program for Non-Production Use of which (a) three (3) copies may be installed on servers without regard to the number of CPUs on such servers and (b) seventeen (17) copies may be installed on servers having only one CPU each; and
3. use any software included with a Program, including, without limitation, third party software, only with such Program and not independently, even if such software is delivered separately.

VIGNETTE PROGRAMS	PROGRAM CODE	NOTES	FEE (U.S. \$)	QTY	TOTAL (U.S. \$)
<b>Applications:</b>					
<b>Prerequisite Program</b>					
Content Suite (VCS) – Includes Six (6) Production Use CPUs	VCVCS-06PK-NE	A,F	200,000		200,000
<b>Other Programs</b>					
Enterprise Application Portal (VEAP)	VAEAP-BASE-NE	D	250,000		250,000
<b>Miscellaneous</b>					
eWebEditPro for Vignette – Enterprise Edition (VWEP)	VCWEP-ENTR-NE	I	10,000		10,000

<b>License Fee Subtotal:</b>	460,000
<b>Discount :</b>	(92,000)
<b>Total License Fees Due Under this Schedule:</b>	\$368,000
<b>Early Payment Discount (If payment received in December 2001)</b>	\$20,000
<b>Total</b>	348,000

MAINTENANCE SERVICES	SERVICE CODE	NOTES	FEE (U.S. \$)	QTY	TOTAL (U.S. \$)
Basic Maintenance	VSSUP-BASC-NE	J,K	18% of the Total License Fees Due Under this Schedule (as denoted above)	1	66,240
<b>Maintenance Services Subtotal:</b>				\$66,240	

TRAINING SERVICES	SERVICE CODE	NOTES	FEE (U.S. \$)	QTY	TOTAL (U.S. \$)
100 Credit Units	VTCRD-0100-NE	O	28,500	1	28,500
<b>Training Services Subtotal:</b>				28,500	

**TOTAL FEES DUE UNDER THIS SCHEDULE: U.S.\$442,740**  
**(plus applicable taxes)**

All fees (e.g., Program, Maintenance, Customer Care, VPS, Training) must be paid upon execution of this Schedule. We will make all software available to you for electronic delivery unless you request otherwise in writing. Relevant taxes will be invoiced separately if not paid upon execution.

You must execute this Schedule by 6:00pm U.S. Central Time on December 31, 2001, otherwise we reserve the right to change any terms and conditions, including price. The Schedule's effective date is the date that the Schedule is fully executed by both parties.

**Agreed to by:**

**VIGNETTE PUBLIC SECTOR  
& EDUCATION, INC.**

**CLIENT (YOU)**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX 1

### Part 1 – Notes

A.	<p>This license consists of the right to use the following Programs:</p> <ul style="list-style-type: none"> <li>• Vignette Content Management Server (VCMS) <ul style="list-style-type: none"> <li>• This license allows you to install and use only one copy of the Live CMS. While VMCS is delivered with VCMS, this license does not permit you to install or use VMCS. You may obtain the right to install and use VMCS only if you purchase the VMCS license (VAMCS-BASE-NE).</li> </ul> </li> <li>• Vignette Content Aggregation Server (VCAS)</li> <li>• Vignette Business Integration Studio (VBIS) <ul style="list-style-type: none"> <li>• This license allows you to install and use only the following VBIS Adapters to the extent that they are provided: COM Automation Client, COM Automation Server, ODBC, JDBC, Buffered Files, Files, Flat Files, Microsoft Exchange, Microsoft Excel, Microsoft Word, Microsoft Project, Lotus Notes, FTP Client, HTTP Form, HTTP Client, HTTP Server, Basic, SNMP, XML, Java Bean Server, Java Bean Client, JMS, IBM MQSeries, 3270, 5250, MSMQ, Oracle AQ, Orbix Client (CORBA), Enterprise Java Bean Server, EDI, EDI EDIFACT Envelope, EDI X12 Envelope, LDAP, and all adapters in the Tools Adapter Library, and any other Adapters that we may provide you as part of a Maintenance Update.</li> <li>• With respect to any VBIS Adapter (whether or not included as part of VCS or licensed separately) for which you have a right to install and use, you may install and use such VBIS Adapter only in conjunction with VBIS and only to create an Integration Deployment. You may install and use any Integration Deployment only on your servers containing Production Use CPUs that have been licensed by you.</li> <li>• No VBIS Adapter is sponsored or endorsed by, or affiliated in any way with, the owner of the applicable technology for which such Adapter relates.</li> </ul> </li> <li>• A limited version of eWebEditPro for Vignette (VWEP) <ul style="list-style-type: none"> <li>• This license, which is only provided with your first license of VCS, allows you to have up to thirty (30) named users operating this software, regardless of whether for Production Use or Non-Production Use. This license is not provided with subsequent purchases of a VCS license or with purchases of any other Program licenses even if such software is provided with such Programs. Additional named users may be obtained only if you purchase the Enterprise Edition license of VWEP (VCWEP-ENTR-NE).</li> </ul> </li> <li>• A limited version of Vignette Relationship Management Server (VRMS) <ul style="list-style-type: none"> <li>• This license allows you to have only one VRMS Named Systems Administrator, regardless of whether for Production Use or Non-Production Use, and to install and use only the following functionality: segmentation; template-based personalization; pre-built analytics; packaged reporting; and administration. You may obtain the right to use additional functionality of VRMS only if you purchase the Advanced Edition license of VRMS (VARMS-BASE-NE).</li> </ul> </li> </ul>
B.	<p>This license allows you to install and use the functionality of VRMS not previously authorized under the VCS license (e.g., campaign manager, content targeting system, analysis engine management application). No additional VRMS Named System Administrators or licenses of VRMS are provided with this license, regardless of whether for Production Use or Non-Production Use.</p>
C.	<p>This license includes syndication server software. You may install and use the syndication server software only for internal staging purposes and only in conjunction with VADS. You may not use the syndication server software for any other purpose including, without limitation, to distribute content to third parties.</p>
D.	<p>This license includes Autonomy Corporation's Dynamic Reasoning Engine™ (DRE™). You may install and use only one copy of the DRE for Production Use, and only up to two copies of the DRE for Non-Production Use. Each copy of the DRE may be installed on a server with only one CPU. You may use the DRE only for the purposes of indexing, searching, and linking unstructured textual information that is managed, displayed, stored or delivered only via VEAP.</p>
E.	<p>You are licensed to install and use this additional VBIS Adapter only with VBIS, subject to the limitations contained in Note A.</p>

F.	This license allows you to install and use the Programs on any number of servers provided the total number of CPUs on all servers on which any Programs are installed at any time for Production Use does not exceed the total number of Production Use CPUs licensed by you. No additional Production Use CPU Authorization fees are due where additional Programs are licensed for Production Use on the same Production Use CPUs previously licensed by you. If at any time your use of Production Use CPU's exceeds the total number of licensed Production Use CPU's, you will be deemed to have acquired licenses for the additional Production Use CPU's at Vignette's then current list price and you must pay for such licenses immediately. At Vignette's request, no more than once annually, you shall certify in writing the CPU computation, including the number of relevant computers and processors, and the MHz of each such processor.
G.	This license allows you to install and use your one copy of the DRE for Production Use on one additional CPU and each one of your copies of the DRE for Non-Production Use on one additional CPU, subject to the limitations contained in Note D.
H.	This license allows you to have one additional VRMS Named Systems Administrator, regardless of whether for Production Use or Non-Production Use.
I.	This license allows you to have an unlimited number of users of this Program.
J.	<p><b>Maintenance Services – General Terms</b></p> <ul style="list-style-type: none"> <li>Initial Maintenance Period – The Maintenance Service purchased will extend for one year after the date the Programs are made available to you.</li> <li>Subsequent Maintenance Periods – Upon expiration of the Initial Maintenance Period, Maintenance will automatically renew for successive annual periods, provided (i) Vignette continues to offer Maintenance for the relevant Program(s) to its general client base; (ii) you pay the Maintenance fees applicable for the relevant Maintenance Period and the relevant level of Maintenance, and (iii) you do not terminate Maintenance by providing Vignette with at least 30 days written notice prior to the expiration of the applicable initial or subsequent Maintenance Period. Maintenance fees for the Program(s) will be calculated per the applicable Schedule at our then current license fees. All Maintenance fees will be due and payable at the beginning of each Maintenance Period.</li> <li>Lapsed Maintenance – To the extent you have not continuously maintained Maintenance Services at a level of at least Basic Maintenance from the earlier of the effective date of this Schedule or the date that you first licensed any of our software programs and you wish to begin receiving Maintenance Services, you will be required to first pay us to reinstate lapsed Maintenance in addition to the fees due us for the new Maintenance Period, in each case, at our then current fees.</li> <li>New Functionality through Program Updates – To the extent an Update includes new functionality you have not already licensed, you agree to be bound by any limitations or restrictions (together, "Limitations") concerning your ability to use such Program Updates provided such Limitations do not decrease your ability to use the functionality previously licensed and we notify you of such Limitations whether by means of a license schedule, agreement, or some other means, electronic or otherwise. To the extent you want to exceed such Limitations, you must contact us to purchase the necessary rights.</li> </ul>
K.	<p><b>Maintenance Services – Basic Maintenance:</b></p> <p>As further defined in our then current policies and procedures, Basic Maintenance consists of the following components:</p> <ul style="list-style-type: none"> <li>Program Updates</li> <li>Basic Support Services - Web-based electronic technical support and phone support for up to a total of four (4) named users. Each of your four named users will be assigned a Support Center, and each Support Center operates Monday through Friday, except holidays, with the following hours of operation: Americas: 7:00 A.M. – 7:00 pm US Central Time EMEA: 7:00 am – 6:00 pm Greenwich Mean Time Asia/Pacific: 8:00 am – 8:00 pm Australian Eastern Standard Time</li> <li>Basic Account Management Services - An Account Coordinator will be your primary point of contact for account management help and will be available to you by telephone or email during Vignette's normal business hours for all non-technical issues. You will also receive: <ul style="list-style-type: none"> <li>"Launch Angel" assistance to monitor and assist you in your initial implementation of our Programs. Launch Angel assistance will be provided for a period beginning 30 days prior to "go live" and ending 30 days after "go live"; provided that you provide us 90 days notice prior to your planned "go live" date.</li> <li>Access to the Vignette Global Marketplace.</li> </ul> </li> </ul>

L	<p>Additional Support Services Options:</p> <ul style="list-style-type: none"> <li>• <u>Extended Support</u> - Includes Basic Maintenance with two (2) additional named users plus 7x24 support for Severity 1 errors (meaning that for the Program(s) for which this support was acquired, your licensed Production Use installation is inoperable, severely impacting normal business operations).</li> <li>• <u>Enterprise Support</u> - Includes Extended Support with two (2) additional named users plus 7X24 Phone Support for Severity 2 errors (meaning that for the Program(s) for which this support was acquired, your licensed Production Use or Non-Production Use installation is impaired, severely impacting normal business operations).</li> </ul>
M.	<p>Additional Account Management Services Options:</p> <ul style="list-style-type: none"> <li>• <u>Extended Account Management Services</u> - For one year after the date the Programs are made available to you, a Vignette Senior Account Manager will act as your single point of contact to monitor and support your overall relationship with Vignette, and to the extent feasible, to act as an interface between our business, technical and operations departments. The Vignette Senior Account Manager can be contacted by telephone or email during Vignette's normal business hours. You will not incur any additional fees related to the services provided with this offering, except that you must reimburse us for reasonable out-of-pocket expenses associated with providing these services. You will also receive: <ul style="list-style-type: none"> <li>• A review of your business objectives in relation to our product/services roadmap.</li> <li>• Reasonable assistance with evaluating and prioritizing your eBusiness initiatives.</li> <li>• Reasonable assistance with evaluating and understanding the role that our products and services can play in your eBusiness initiatives.</li> </ul> </li> <li>• <u>Enterprise Account Management Services</u> - For one year after the date the Programs are made available to you, a Vignette Enterprise Account Manager will act as your single point of contact to monitor and support your overall relationship with Vignette, and to the extent feasible, to act as an interface between our business, technical and operations departments. The Vignette Enterprise Account Manager can be contacted by telephone or email during Vignette's normal business hours. You will not incur any additional fees related to the services provided with this offering, except that you must reimburse us for reasonable out-of-pocket expenses associated with providing these services. You will also receive: <ul style="list-style-type: none"> <li>• Multiple visits to your location by the Enterprise Account Manager to provide on-site support. These visits will be scheduled by the Enterprise Account Manager in consultation with you. You must provide reasonable and necessary facilities to the Enterprise Account Manager while at your site, including office/cubicle space, access to printer, fax, analog lines and phone. Travel expenses to and from your North America location only are included for these visits.</li> <li>• A review and analysis of your eBusiness objectives, and assistance with developing business objectives in line with our product/services roadmap.</li> <li>• Reasonable assistance with evaluating and prioritizing your eBusiness initiatives.</li> <li>• Reasonable assistance with evaluating and understanding the role our products and services can play in your eBusiness initiatives.</li> <li>• Reasonable assistance in coordinating "Vignette Days" within your organization on a quarterly basis, including product demonstrations, product road map feedback and new product reviews.</li> <li>• Recommendations for use of our products in new and existing Client business units.</li> </ul> </li> </ul>
N.	<p>The Architecture Fast Start offering provides you up to eighty (80) hours of VPS time to be scheduled upon mutual agreement during which VPS will assist you in the following activities:</p> <ul style="list-style-type: none"> <li>• Project Planning and Methodology Overview</li> <li>• Application Design Review</li> <li>• System Architecture Planning</li> <li>• Deployment Readiness Review</li> </ul> <p>This offering is non-refundable and you may use this Service only during the ninety (90) days following the effective date of this Schedule. This offering does not include out of pocket expenses incurred by VPS in providing these Services; such expenses will be billed separately.</p>
O.	<p>Training: You may use these Credit Units towards Vignette training for your employees located within the country specified in the Shipping Address. Credit Units are non-refundable and are valid for up to one year from the effective date of this Schedule.</p>

## **Appendix 1**

### **Part 2 – Definitions**

The definitions below supplement the definitions contained elsewhere in the Agreement:

1. “CMS” or “Content Management Server” means the set of processes contained in the VCMS that allows you to create, manage and deploy information for Production Use and/or Non-Production Use, as further described in the Documentation.
2. “CPU” means one central processing unit.
3. “Integration Deployment” is a run-time custom executable process (e.g., .exe, JAR file, Java Bean, EJB) created in order to integrate the functionality between applications.
4. “Live CMS” means the CMS that at any time is used in Production Use.
5. “Non-Production Use” means your use for development, testing and/or quality assurance purposes only.
6. “Production Use” means any authorized use of the Programs that is not explicitly encompassed by the definition of Non-Production Use. For example, Production Use includes (1) dynamically generating web pages based on templates and content wholly controlled by you for one or more Internet, intranet or extranet sites wholly owned and controlled by you; (2) transmitting email, pager or other communications, including without limitation wireless communications of any kind; (3) aggregating content; (4) syndicating content; (5) securing real-time business document exchange using XML-based protocols; and/or (6) operating or running Integration Deployments (VBIS) and/or Agents (VCAS) on your servers.
7. “VRMS Named Systems Administrator” means your internal user responsible for the internal maintenance of the VRMS Program from the system level through to the campaign level.





## **Statement of Work**

### **County of San Mateo**

#### **Phase One**

Version 1.0

November 30, 2001

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## **Project Request**

This Statement of Work is entered into by Vignette Corporation and Client pursuant to Assignment of Work number:

1

**Project Name:**  
Phase One

**Client Name:**  
County of San Mateo

**Project Sponsor/ Business Owner:**  
Charles Borden, Deputy Director, Business Systems

**Project Manager(s):**  
Kimberly Swan

**Project Start Date:**  
<< The date work on the project commenced.>>

**Project Description**

County of San Mateo intends to convert their existing static site into a dynamic site where content can be submitted, published and managed by business users. Additionally, San Mateo intends to provide additional functionality on their website than the functionality that exists today.

## **Background**

The County of San Mateo has engaged VPS to assist them in building a content management system to publish and maintain content on their main website, initially, with future expansion to the websites of all 7 county agencies, made up of 27 departments.

The County of San Mateo intends to configure and deploy V/EAP (Enterprise Application Portal) initially for it's main website and subsequently for the websites of all 7 agencies and 27 departments. This Statement of Work addresses implementation and conversion of the initial main website, but will ensure the design is such to expand for the additional agency websites. The County intends to standardize the look and feel of all sites, to the extent possible, in addition to streamlining how content gets published and maintained across county agencies.

Business objectives for the project include:

- Effectively manage a significant increase in the amount of content that is produced today. Currently, the County of San Mateo has approximately 3000-5000 static pages.
- Incorporate a common look and feel for all County sites. "Cuesta" is the design firm employed to complete the site design. The State Librarians are working on the information architecture of the site to identify content types.

- Rapidly develop and deploy transaction applications for users to interact with county organizations online.
- Decentralize the publication and management of site content to end users.
- Make it easy to update and maintain content for business users.
- Make it easy to update and maintain templates for developers.
- Ensure the system is flexible for future hardware systems plans.

## **Scope of Statement of Work**

### ***Capabilities***

Any capabilities not specifically listed are excluded from the scope of the project.

<b>Capabilities</b>
<p><b>Install</b> – Prepare a Systems Architecture to support the County performance requirements and hardware/software assets. Assist County of San Mateo staff to install the Vignette software in accordance with the agreed upon and documented Systems Architecture document. Configure Vignette software as needed according to the project requirements.</p> <p>Outcome: Systems Architecture Document, Installed Vignette platform</p> <p>Pre-Requisites: Installed Operating System, Web Servers, Database and Application Server in accordance with Vignette documentation.</p> <p>Preliminary Configuration: Windows NT, IIS Web Servers, DB2 Database, WebSphere Application Server</p>
<p><b>Requirements/Design</b> – Determine application requirements and design for deploying a content management system for the county's main website. Create migration plan and application design to convert existing website to new website. Design shall include plans to extend the content management system in future phases for 7 agencies, inclusive of 27 departments.</p> <p>Outcome: Requirements Document, Enterprise Application Portal (EAP) Functional Specifications, Technical Design Document, Detailed Project Schedule</p> <p>Pre-Requisites: Interview with business users to determine site requirements, Preliminary Site Design, Preliminary Site Map, Preliminary Site information architecture</p>
<p><b>Content Management Forms</b> – Assist county staff to configure EAP based on therequirements for specified content types and site hierarchy for main website and assist in determining strategy for extending EAP hierarchy for all 7 agencies and 27 departments for future phases of the project.</p> <p>Outcome: EAP Configuration according to specification</p> <p>Pre-Requisites: Requirements Document, EAP Functional Specifications, Technical Design Document, <i>Content Item Types, Category/Keywords: Content Taxonomy, Channel Management and Site Hierarchy</i></p>
<p><b>Online Forms for Content Display Application</b> - Examine requirements for creating 6-7</p>

online forms, and determine the most effective implementation approach for deploying the required forms.

Outcome: 6-7 online forms for end user interaction

Pre-Requisites: Approved Requirements Document, Approved Design Document, Final Site Design (HTML)

**Develop Site Display** – Develop JSP pages based on HTML site design provided by design firm. Decompose pages for dynamic content updates. Number of page designs to be controlled by scope and budget. Ensure knowledge transfer of developed application is completed for County Staff to maintain and enhance delivered code base.

Outcome: Project application implemented – JSP templates coded according to Technical Design Document and EAP Functional Specifications

Pre-Requisites: Approved Design Document, Final Site Design (HTML)

**Deploy** – Provide consulting assistance to assist County staff in testing and deploying the application.

Outcome: Test Plan, Project Completion Report

Pre-Requisites: Code completed, Code freeze and standard testing procedures in place

### ***Specific Exclusions***

As stated above, any capabilities not specifically listed are excluded from the scope of the project. Without limiting the general nature of the foregoing statement, this SOW specifically does not include:

- Time dedicated to a Beta testing phase for site users. Assistance with deployment of a Beta testing phase will be defined, as needed, in a separate Statement of Work.

## **Approach**

### **Technical Approach**

The County of San Mateo has expressed an interest in deploying the Vignette platform on LINUX on a 390 mainframe system. Consultants should be aware of future direction of the site to ensure long term flexibility.

Initially, the site will be deployed on Windows NT and templates will be written in JSP. See the proposed Systems Architecture diagram for additional detail.

The site will be built using the Enterprise Application Portal (EAP) application which is built on top of the Vignette CMS and CDS platform. The EAP application contains additional bundled modules, including Surveys and Calendaring, which the County may choose to deploy as part of future implementations.

### **Management Approach**

VPS proposes to employ the Vignette Solutions Methodology (VSM) to deploy the website for the County of San Mateo. Phases of the VSM are listed below. These steps can be used as an iterative process for each phase of the project.

- 1) Discovery
- 2) Analysis
- 3) Design
- 4) Construction
- 5) Deployment

### ***Steering Team***

Steering Team meetings will be held on a weekly basis, and will assess project status, and address issues and risks during the course of the project.

<b>Steering Team Members</b>	<b>Organization Represented</b>
Client Project Sponsor	Client
<<List client members>>	Client
VPS Project Manager/Engagement Manager	Vignette Professional Services
VPS Technical Lead	Vignette Professional Services

### ***Issue Management Approach***

Issue management methods to be used by the project team during the project.

<b>Issue Management Steps</b>	<b>Approach</b>	<b>Persons Responsible/Involved</b>
Submit issue	Enter the issue in the issue log	All
Review issue	Review issue in weekly meeting or immediately depending on severity level	Project Team
Issue disposition	Assign responsibility of addressing issue and follow up	Project Manager
Notify all involved	Update the issue log with the action taken and notify all involved people	Project Manager
Close out issue	Close the issue, update issue log	Project Manager

### ***Risk Management Approach***

Risk management methods to be used by the project team during the project.

<b>Risk Management Steps</b>	<b>Approach</b>	<b>Persons Responsible/Involved</b>
Submit risks	Enter the risk in the risk log	All
Review risks and rank (probability, impact)	Review and rank risk in weekly meeting or immediately depending on severity level	Project Team
Mitigation planning	Develop mitigation plan and assign responsibility	Project Team
Tracking of mitigation actions and risk status	Update the risk log with the mitigation plan, notify all involved people, and track status of mitigation plan	Project Manager
Notify all involved	Close the risk, update risk log	Project Manager

**Project Status Reporting and Tracking**

<b>Type:</b>	<b>Progress Tracking</b>	<b>Cost Tracking</b>
<b>Method:</b>	Project Schedule updates Status Reports Updated risks and issues	Burn rate summary updates
<b>Frequency</b>	Weekly status reports and biweekly project team reviews	Weekly burn rate summaries
<b>Reports delivered to:</b>	<<List stakeholders who will receive reports or updates.>>	<<List stakeholders who will receive reports or updates.>>
<b>Tools used:</b>	MS Project	Excel spreadsheet
<b>Person Responsible:</b>	Project Manager	Project Manager

**Project Reviews**

Reviews that will be held during the project.

<b>Name of Review</b>	<b>When/Why/Who</b>
<b>Requirements Review</b>	When in the life cycle: Completion of the Analysis phase
	Purpose: Verify requirements and signoff on requirements document.
	Who should attend: Steering Team
<b>Requirements QA Review (Optional)</b>	When in the life cycle: After functional requirements are complete
	Purpose: Review requirements documentation from a quality assurance standpoint
	Who should attend: Project team, VPS QA representatives
<b>Design Review</b>	When in the life cycle: Completion of the Design Phase



Detailed Design QA Review (Optional)	Purpose: Signoff Functional Specifications.
	Who should attend: Steering Team
	When in the life cycle: After detailed design and system architecture are complete
Pre-Deployment Review	Purpose: Review detailed design and system architecture documentation and approach from a quality assurance standpoint
	Who should attend: Project team, VPS QA representatives
	When in the life cycle: Completion of application construction and integration
Project Completion Review	Purpose: Verify CDA and CMA
	Who should attend: Steering Team
	When in the life cycle: Project deployment
	Purpose: Verify project completion
	Who should attend: Steering Team

## Project Deliverables

Phase	Deliverables/Major Features	Estimated Budget
Install	System Architecture document Installed Vignette Platform	1 Architect
Requirements/Design	Requirements Document EAP Functional Specification Document Technical Design Document Detailed Project Schedule	1 Project Manager 1 Technical Lead 1 Consultant 1 Architect
Content Management Forms	EAP Configuration	1 Project Manager 1 Technical Lead
Online Forms for Content Display Application	6-7 online forms for site user interaction	TBD – depends on forms, database schema, save transaction and integration with other modules (i.e. Surveys)
Develop Site Display	Project application implemented - JSP templates coded according to Technical Design Document and EAP Functional Specifications	TBD – depends on site design and site decomposition to determine number of templates and level of effort

Phase	Deliverables/Major Features	Estimated Budget
Filenet	Filenet Integration	TBD
Deployment	Test Plan Project Completion Report	1 Project Manager 1 Technical Lead 1 Consultant

## Task Level Estimate Breakdown

Capability	Scope/Tasks	Hours	VPS Resources	Total Hours	County Resource
Install	Assess and Confirm Proposed Architecture	4		1	4 Sys Admin
	Determine Performance/Hardware/Software Requirements	4		1	4 Sys Admin
	Determine Security and User (Internal and External) Requirements	4		1	4 Sys Admin
	Assess Failover and Redundancy Plan	4		1	4 Sys Admin
	Assess and Confirm Future Architecture Needs	4		1	4 Sys Admin
	Document System Architecture	16		1	16 Sys Admin
	Assist County Staff to Install Vignette Software - Prepare	4		1	4 Sys Admin
	* 1 CMS	4		1	4 Sys Admin
	* 3 CDS	12		1	12 Sys Admin
	* 1 OMS	4		1	4 Sys Admin
	Troubleshoot Install if problems occur	8		1	8 Sys Admin
	<b>TOTAL</b>	<b>68</b>		<b>280</b>	<b>68 \$ 19,040.00</b>
Req/Design	Meet with County Staff to Determine Requirements	20		2	PM, CM, Bus, 40 Dev
	Document Requirements	20		2	40
	Meet with County Staff to Determine Functional Spec	16		2	PM, CM, Bus, 32 Dev
	Decompose site to determine templates and code reuse	16		1	16 Design Team
	Determine Data Source (Create tables or access existing)	8		2	16 PM, Dev, DB/
	Determine Database Schema	16		1	16 PM, Dev, DB/
	Assess current site to determine best conversion approach	16		1	16 PM, Dev, DB/
	Document Functional Specifications	20		2	40

	Determine Customizations			
	Scopebeyond EAP Functionality	16	2	32PM, Dev
	Document Design as needed for Code or Configure	20	2	40
	* Design Java Objects and Classes as needed for CDA and			
	ScopeCMA	40	1	40
	Determine Detailed Project Schedule	8	3	24
	<b>TOTAL</b>	<b>216</b>	<b>240</b>	<b>352 \$ 84,480.00</b>
<b>CMA Forms</b>	Configure EAP as documented	40	1	40Dev, Bus
	ScopeCustomize EAP as documented	8	2	16Dev
	Configure Users, Groups, Workflow as documented	8	1	8Dev
	Configure Site and Channel Hierarchy	8	1	8Dev
	PM	40	1	40
	<b>TOTAL</b>	<b>104</b>	<b>240</b>	<b>112 \$ 26,880.00</b>
	Create Custom Java Classes and logic as documented, assume 5			
<b>CDA Forms</b>	Scopetypes	40	2	80Dev
	Create 5 online JSP forms as			
	Scopedocumented	40	2	80Dev
	Customize modules (ie. Surveys) as documented, assume 1			
	Scopemodule	40	1	40Dev
	PM	40	1	40
	<b>TOTAL</b>	<b>160</b>	<b>240</b>	<b>240 \$ 57,600.00</b>
	Create Custom Java Objects as			
<b>Develop CDA</b>	Scopedocumented, assume 1	80	2	160Dev
	Build JSP templates, assume 40,			
	Scope10 easy/20 med/10 hard	100	2	200Dev
	Integrate templates and modules for site	40	2	80Dev
	PM	80	1	80
	<b>TOTAL</b>	<b>300</b>	<b>240</b>	<b>440 \$ 105,600.00</b>
<b>Deploy</b>	Document Test Plan	24	1	24
	Coordinate System Test and Bug Fix Plan	16	1	16PM
	Commence Bug Fix iterative process	80	2.5	PM, Bus, CM, 200Dev
	Coordinate Final Content Entry	16	1	16CM
	Assist County to prepare for deploying new site	40	1.5	PM, CM, Sys 60Admin
	<b>TOTAL</b>	<b>176</b>	<b>240</b>	<b>316 \$ 75,840.00</b>
<b>TOTAL</b>				<b><u>\$369,440.00</u></b>

## Client Deliverables

Described below are the deliverables for which the client is responsible.

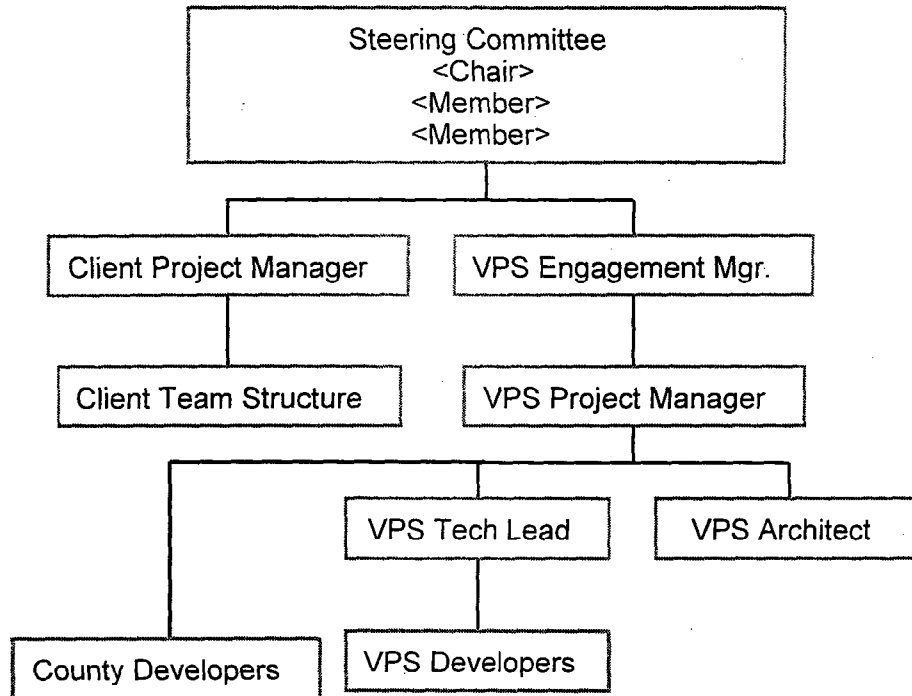
### ***Dependencies on other work efforts***

- Participate and provide feedback in gathering and revising site requirements, in addition to workflow, with content managers and content organization workgroup members.
- Site Design (HTML)
- Information Architecture to establish site content types
- Installation of system components required prior to installing the Vignette platform
- Provide Staff to assist with implementation:
  - 1 Program Manager (part-time)
  - 1 System Administrator (full-time for install and deployment only)
  - 2-3 Java/JSP Developers to assist in the Design and Development effort
  - Content Managers (part-time)
  - Business Users (part-time)

## Proposed Staffing Plan and Deployment

			Architect	Project Manager	Senior Consultant	Consultant	Total Consultants	Estimated Service	Estimated Expense
			315.00	265.00	265.00	220.00			
			283.50	238.50	238.50	198.00			
							TOTAL	TOTAL	
Phase	Week	Week End						\$369,810	\$55,472
Install/Req	1	4-Jan-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
Install/Req	2	11-Jan-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
FS	3	18-Jan-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
FS	4	25-Jan-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
Design	5	1-Feb-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
Design	6	8-Feb-02	1.00	1.00	1.00		3.00	\$30,420	\$4,563
							3.50	\$30,150	\$4,523
							3.50	\$30,150	\$4,523
							3.50	\$30,150	\$4,523
							3.50	\$30,150	\$4,523
							3.50	\$30,150	\$4,523
Test	12	22-Mar-02		0.50	1.00	1.00	2.50	\$22,230	\$3,335
Test	13	29-Mar-02		0.50	1.00		1.50	\$14,310	\$2,147

## Project Organization



## Roles and Responsibilities

### *Client Roles and Responsibilities*

<< List the client roles on the project and the names of the resources responsible for the roles.>>

Roles in Project	Resource	Key Responsibilities
Client Project owner		Final client project owner
Client Project Manager		Project management
Developer		Application development
Business Architect		Requirements gathering and analysis
Business Analyst		Development of functional requirements
Quality Assurance		Test planning and execution
Graphic Designer		Graphical design of the site
Client Sponsor or Client Contact		Primary client contact
Business Subject Matter Expert		Source for business requirements

Roles in Project	Resource	Key Responsibilities
System Administrator		Technical operation, configuration, and security
Database Administrator		Database creation and administration
Technical Librarian or Content Publisher		Procedures for adding and updating content
Logistics Administrator		Coordinates the schedule of all tasks associated with the release implementation.
Change Management Coordinator		Coordinates all tasks associated with transitioning to a new organizational structure.

### ***VPS Roles and Responsibilities***

<< List the VPS roles on the project and the type of the resource (Architect, Project manager, etc.) responsible for the roles.>>

Roles in Project	Resource	Key Responsibilities
VPS Project owner		QA, Vignette escalation path, delivery assurance
VPS Project Manager		Project management
VPS Engagement Manager		QA, Project management
Technical Lead		Application design, all deliverables
Developer		Application development
Technical Architect		Technical architecture and application integration
Quality Assurance		Test planning and execution
Client Relationship Manager		Client relationship management

## **Change of Scope Procedure**

The change control procedure consists of identifying a needed change and submitting it to the project manager via electronic mail or other written format. The Project Manager will review the change with the technical team and generate a Project Change Request (PCR) form for the change. The PCR form can be found in Appendix B of this document.

After both the project manager and the authorized customer agent approve a PCR, the specified modifications will be made. The Client will be billed for, and agrees to pay, the fees and expenses associated with the PCR.

A change of scope to the project is:

- (1) An additional deliverable not defined in the Requirements Document;
- (2) an additional delivery or step not defined in the Requirements document for a planned deliverable;
- (3) further changes to an accepted deliverable; or
- (4) a contradiction to item(s) or assumption(s) stated in this document. >>

## **Completion Procedures**

For the following deliverables, <<the client>> will have seven business days after the delivery of the item to identify any issues with the delivered item. If the Client does not identify any issues, in writing, within the seven day period, the deliverable will be deemed agreed to by the Client.

Deliverables/Major Features	Completion Criteria	Completion Procedure
Requirements document	Client review and sign off	Requirements Review
Functional Specification document System Architecture document Detailed Project Schedule	Client review and sign off	Design Review
Project application implemented	Completion of system test	Pre-Deployment Review
Project Completion Report	Client review and sign off	Project Completion Review with Steering Team



**Appendix A. Meetings/Interviews**

Date	Location	Purpose	Attendees
11/28/2001	County of San Mateo offices	Initial Discovery	Kathleen Boutte, Charles Borden, Systems Engineer, Kimberly Swan, Allen Skinn
12/3/2001	Con Call	Review Initial Scope and AOW	
12/4/2001	Con Call	Review Revised Scope and AOW	

## **Appendix B. Project Change Request Form**

### **Project Change Request (PCR)**

**Client Name:** <<The name on the AOW.>>  
**AOW Number:** <<The AOW number.>>  
**SOW:** <<The date of the Statement of Work if one exists.>>  
**Unique ID:** <<identifier for this change request>>  
**Date:** <<request date for the PCR>>  
**Requestor:** <<name of person initiating PCR>>  
**Project Mgr.:** <<name of person writing PCR>>  
**Est. Priority:** <<estimated importance of the change (by the requestor)>>  
**Abstract:** <<single sentence description of the change>>

#### **Detail**

**In Document:** <<document title and version>>  
**Change From:** <<current information>>  
**Change To:** <<updated information>>

**NOTE:** Multiple documents may be specified in the same manner.

#### **Impact Assessment** (implemented by CCB or PM)

<<Enter an assessment, including:

- benefits of the proposed change
- negative impact of the proposed change
- risk associated with the proposed change
- relative priority of the proposed change in relation to other work efforts.>>

#### **Time/Fee Estimates**

**Estimated Effort (labor hours)** \_\_\_\_\_  
**Estimated Schedule Impact (days)** \_\_\_\_\_  
**Estimated Fee Impact (currency)** \_\_\_\_\_

#### **Requirements Affected:**

<<List the requirements impacted by the proposed change.>>

#### **Integration Issues**

**Testing:** <<additional testing required>>  
**Training:** <<documents/training materials that need to be written or updated>>

This PCR identifies changes to the Services to be provided by Vignette to Client pursuant to the AOW/SOW identified above and the Services described herein are provided pursuant to such AOW/SOW. This PCR is agreed to by:

**Vignette Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<hr/>	
Name (please print)	
Client	
<hr/>	<hr/>
Authorized Signature	Date
<hr/>	
Name (please print)	

## **Appendix C. Authorizations**

This Statement of Work is entered into by Client and Vignette pursuant to the terms of the Assignment of Work referenced above and is not intended to modify any of the Assignment of Work's terms. Vignette makes no warranties to Client, express or implied, in this Statement of Work. To the extent of any conflict between this Statement of Work and the Assignment of Work, the Assignment of Work will control.

This Statement of Work is agreed to by:

**Client:**

---

Authorized Signature

Title

---

Date

---

Name (please print)

**Vignette Corporation:**

---

Authorized Signature

Title

---

Date

---

Name (please print)



## ASSIGNMENT OF WORK No. 1

This Assignment Of Work ("AOW") is entered into pursuant to the terms of the Corporate Master Agreement (the "Contract") between Vignette Public Sector & Education, Inc. ("Vignette") and County of San Mateo ("Client"). Vignette and Client agree that Vignette shall provide the Services described herein.

### General Overview

Vignette shall provide Client with professional services focused on providing technical assistance and project guidance during the installation, implementation and/or configuration of the software licensed separately from Vignette (the "Programs").

### Description of Vignette Services and Deliverables

#### **SERVICE TYPE: TIME AND MATERIALS**

Vignette will use its proprietary Vignette Solution Methods and project management practices as a framework for the execution of the work contemplated under this AOW. Vignette will provide assistance only in areas specifically requested by Client.

It is anticipated that the Services may include:

#### **FULL IMPLEMENTATION:**

##### **Management**

- Provide Client with certain Project Management services for the initiatives.

##### **Analysis**

- Review the Client's requirements and assist in developing a Requirements Definition Document relevant to the Programs. The Requirements Definition Document may contain the testable business requirements and may outline scope delineation.
- Review the Client's system architecture and assist in developing a Systems Architecture Document based on the Requirements Definition Document. The Systems Architecture Document may describe the recommended solution environment.
- Assisting in creating a Project Plan. The Project Plan may contain the tasks, timeline and resources needed to complete design, development and implementation as outlined in the Requirements Definition Document and Functional Specifications. It is anticipated the Project Plan would show the projected dates the application will be constructed, tested, and ready for deployment by Client. Full development resource leveling may also be detailed.

##### **Design**

- Assist in developing the High-Level Application Design. The design phase entails identifying reusable components, high-level template design and supporting data model.
- Assist in the Application design, including Program templates, data schema and reusable components and libraries.
- Assist in generating Data Schema and Data Model in conjunction with Client.
- Assist in developing a data conversion approach, implementation and migration strategy.

### **Functional Specification**

- Assist in generating the Functional Specification necessary to support the Requirements Definition Document. The Functional Specification may describe the recommended solution for the business objectives, maintenance and management procedures.

### **Construction**

- Assist in application construction, including assisting in building the schema and templates described in the design.

### **Testing**

- Assist in the application test, including both individual unit testing, as well as complete system testing, including all Vignette Programs and third-party software.

### **Training**

- Provide mentoring and transfer of knowledge that focuses on the Program's features and functions, as well as Program implementation strategies, as covered by formal presentations scheduled in the Project Plan. Included is the informal mentoring, during the course of development, of the Client's personnel to guide the knowledge of Vignette products.

The Services described above will be further detailed in separately executed Statements of Work (each an "SOW").

The parties may attach mutually agreed upon additional Statements of Work to this AOW by referencing this AOW number. Any such Statements of Work may contain mutually agreed upon modifications to the terms and conditions of the AOW.

### **Client Deliverables**

For the performance of the Services to be optimized, Client must provide reasonable assistance to Vignette, including, but not limited to, the following requirements:

- Client will provide necessary facilities (such as office/cubicle space, access to printer, fax, analog lines, phones, etc.).

### **Professional Services Fees and Expenses**

#### **SERVICE TYPE: TIME AND MATERIALS**

Vignette's fees for the Services specified hereunder will be calculated and billed on a time and materials basis. Unless otherwise specified, Vignette's fees will be calculated from Vignette's then-current Consulting Rates, plus reimbursable expenses. Vignette's current consulting rates are detailed in the table below.

<u>Resource</u>	<u>Rate/hour</u>	<u>Discount</u>	<u>Adjusted Rate/hour</u>
Architect	\$315	10%	\$283.50
Associate Consultant	\$170	10%	\$153.00
Consultant	\$220	10%	\$198.00
Engagement Manager	\$325	10%	\$292.50
Principal Architect	\$350	10%	\$315.00
Principal Consultant	\$300	10%	\$270.00
Project Manager	\$265	10%	\$238.50
Senior Consultant	\$265	10%	\$238.50

Technical Manager	\$300	10%	\$270.00
-------------------	-------	-----	----------

The effort for this engagement is estimated to be 1,500 hours.

The total fees for these Services are estimated to be \$370,000.00, **plus reimbursable expenses**. This estimate is based on the information currently available and is subject to change as additional details of the project are finalized.

The rate specified is good for the duration of the Services performed under this AOW only. Expenses are not included in the estimate above and will be billed as a separate line item on Client's invoice.

**GENERAL:**

Any additional Services must be performed pursuant to a separately executed Assignment of Work.

The pricing and other consideration reflected in this AOW are contingent upon Client's execution of this AOW by 4:00pm Pacific Time on December 21, 2001. Unless this AOW is fully executed by that time, Vignette may change any terms and conditions contained herein, including price.

<b>Estimated Total Fees, Payment</b>
--------------------------------------

The Total Estimated fees for Services under this Assignment of Work is as follows:

Time and Materials	\$370,000.00
<hr/>	
<b>TOTAL ESTIMATED SERVICE FEES</b>	<b>\$370,000.00</b>

Client shall pay for all Vignette service fees and expenses in accordance with the terms of the Contract and this Assignment of Work.

Unless otherwise specified in the Contract, Client shall pay all Vignette service fees, expenses and prices specified in this Assignment of Work within 30 days after the date of Vignette's applicable invoice.

A purchase order is not required under this AOW. Invoices shall be sent to:

Client Name:	County of San Mateo
Address:	455 County Center
	Redwood City, CA 94063
ATTN:	Charles Borden
Phone:	(650) 363-4378
Fax:	(650) 363-7800
Email:	cborden@co.sanmateo.ca.us

The foregoing is agreed to by:

VIGNETTE PUBLIC SECTOR & EDUCATION, INC.

COUNTY OF SAN MATEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**VPS Orders Cover Sheet - For Vignette Internal Use Only**

<b>Customer Name:</b>	County of San Mateo	<b>Standard Agreement? (was legal involved and did they agree to any changes?)</b>	Standard
<b>AOW #:</b>	1	<b>Negotiated by:</b>	
<b>Total AOW Amount:</b>	\$370,000.00	<b>Existing or New Customer</b>	New

**Billing Information**

Customer Name: County of San Mateo  
Contact Name: Charles Borden  
Phone Number: (650) 363-4378  
Fax Number: (650) 363-7800  
Email Address: cborden@co.sanmateo.ca.us  
Address: 455 County Center  
Redwood City, CA 94063

**Customer Information:**

Customer Name: County of San Mateo  
Contact Name: Charles Borden  
Phone Number: (650) 363-4378  
Fax Number: (650) 363-7800  
Email Address: cborden@co.sanmateo.ca.us  
Address: 455 County Center  
Redwood City, CA 94063

Payment Terms: Standard net 30  
PO #:

**Sales/VPS Rep Information**

Sales Rep #1: Michael Wolf  
Sales Rep #2:  
VPS Rep: Kimberly Swan

**Send copy of signed contracts to:**

Customer Name: County of San Mateo  
Contact Name: Charles Borden  
Fax Number: (650) 363-7800

**Oracle Project Information**

Project Manager: Kimberly Swan  
Region: West

Estimated Start Date: 01 JAN 02

Estimated End Date: 31 DEC 02

High Performance Solutions Offering? No

*I need a new Oracle project setup and will forward the BA the "New Project Request Form".*

**For Accounting Use**

Order #  
Book Date  
Comments

**Assignment of Work  
Associated Document List**

Document	Estimated Completion Date
Statement of Work	January 4, 2002