



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	29361 SABER SOFTWARE INC 1800 SW FIRST AVE. STE 350 PORTLAND, OR 97201
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COMPUTER SYSTEM - DMV	
Award Number 3067391	Effective Period: 22-JAN-08 - 30-JUN-10

S H I P T O	DOR-DT MOTOR VEHICLES, PAWTUCKET 100 MAIN STREET PAWTUCKET, RI 02860 United States
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Date:	22-JAN-08
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30

I N V O I C E	DOR-DT MOTOR VEHICLES, PAWTUCKET 100 MAIN STREET PAWTUCKET, RI 02860 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOR		7002869 574	1024375

1/22/08 - 6/30/10

NEW COMPUTER SYSTEM FOR DMV.

IN ACCORDANCE WITH RFP #7002869, ATTACHMENTS, AND ACCOMPANYING CD.

NOT TO EXCEED - \$8,912,929.00

CONTACT PERSON: JEANNE SIEBEN - (401) 222-3338

Jeanne Sieben
2/5/08

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

PURCHASES

A G R E E M E N T

between the

**State Of Rhode Island, Rhode Island Department of Revenue,
Division of Motor Vehicles and the Rhode Island Department of Administration**

and

Saber Software Inc.

For the Purpose of providing a new DMV Motor Vehicle Licensing System

70002869

Contract Identification Code

The Department of Revenue, Division of Motor Vehicles and the Rhode Island Department of Administration, hereinafter collectively referred to as the "State", and Saber Software, Inc, hereinafter referred to as the "Contractor", and, further, that the State and Contractor may hereinafter from time to time be collectively referred to as the "Parties", do hereby voluntarily enter into this contract and/or Agreement, both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for their consent to voluntarily enter into this Agreement, the Contractor to perform the services, warranties and other required activities as further described and incorporated herein by reference and hereto made a part of the Agreement as follows:

Attachment A – Technical and Cost Proposals, dated April 6, 2007, Saber Software, Inc.

Attachment B – Request for Proposals (#7002869), dated December 14, 2006, State of Rhode Island, Division of Motor Vehicles Request for Proposals, which includes all Contractor responses and/or addenda.

Attachment C – Best and Final Offer, dated July 6, 2007, Saber Software Inc.

Attachment D – State of Rhode Island, Division of Purchases, General Terms and Conditions, where not in conflict with this Agreement and any attachments thereto, dated December 14, 2006.

Attachment E-Information Technology (IT) Supplemental Terms and Conditions for MPA 230, where not in conflict with this Agreement and any attachments thereto, dated January 30, 2007.

Attachment F – Rhode Island Division of Information Technology Enterprise Change Management Process Charter.

Attachment G – Updated Security Process, dated September 13, 2007, Saber Software Inc.

Attachment H-Non-Disclosure Agreements ("NDA")

The following, referring to an attachment's page number, section and/or section title, reflect updates and/or changes that are hereby expressly agreed upon by the Parties and that shall supersede the language in the original RFP and/or other documents:

Database Engine and Price:

Attachment A, p. 1-10, Executive Summary and Attachment C, BAFO-1, System Database Engine: The State has chosen to use the Microsoft SQL Server 2005 database engine. As a result of this, the Best and Final cost proposal of \$8,912,929 will be reduced by \$150,000.

Contractor Project Team:

Attachment A, p. 3-3, section 3.1.1, The Saber "A" Team: It is the understanding of the State that the contractor is replacing certain team members as stated in the proposal. Resumes to replace the Functional Lead, Walter Spiegel with Saad Bashir, and the Database Administrator, Deva Boindala with Subba Nagella, have been submitted and approved by the State, in accordance with p. 18, Section 6.1.2 of Attachment B, which will supersede Functional and Project Management Assumption 9 of Attachment C, BAFO-9.

Ad Hoc Reporting:

Attachment A, pp. 4-7, 4-8 and Attachment C, BAFO-1, Ad Hoc Reporting: Ad Hoc Reporting is within the scope of work for this project.

Hardware:

Attachment A, p. 5-7, section 5.1.6, Recommended Infrastructure Security Architecture: The State reserves the right to use equivalent hardware or leverage existing architecture and make all final decisions regarding hardware and infrastructure.

Project Management Tools:

Attachment A, p. 6-20, 6.1.2 Vendor Project Manager, Configuration Management, Project Management Tools: Regarding the use of Lotus Notes as a repository for Project Documents: Saber will need to use the Shared File Server at the DMV Headquarters, 100 Main Street, Pawtucket; Regarding the use of MS Outlook to support all project communications: The State will be using Novell GroupWise 6.5; Regarding the use of Microsoft Word as the issues reporting tool, the State will enter and track issues in an MS Access database provided by the State and available to Contractor on the DMV Shared File Server at 100 Main Street, Pawtucket.

Project Management Weekly Status Reporting:

Attachment A, p. 6-25, Weekly Status Report amended as follows: Add Risk Analysis and Risk Response Review to format.

Requirements Management Tools:

Attachment A, p. 6-93, 6-94, section 6.10.8, Defect Tracking: Vendor will agree to use IBM Rational RequisitePro, ClearQuest, and TestManager as an automated tool for requirements tracking, testing, and defect tracking. The State shall provide any and all licenses required for the purposes of this section.

Maintenance Plan:

Attachment A, p. 6-114 – 6-116, section 6.9, DMV Turnover/Post Implementation Support: Example A 6-117 Support plans: The State reserves the right to make a final decision concerning maintenance plans. The State shall notify the Contractor of its decision in writing no later than ninety (90) days prior to the date the State desires maintenance to begin.

Technical Training:

Attachment A, p. 6-146, section 6.11.4, Technical Prerequisite Courses: The State agrees to give Division of IT programming staff HTML and ASP training (for basic formatting and .NET architecture); Windows 2003 Server; Visual Basic and C#; Microsoft SQL Server 2005.

Reporting Tool:

The State will utilize SQL Server Reporting Services for both Ad Hoc and Canned Reports as recommended by the Contractor.

Change Control:

Attachment A, p. 6-160, section 6.12, Final Review: The change control final review and approval will be consistent with Attachment B, Section 7 page 32-35 in which changes will be approved by the CCB, Change Control Board.

Attachment B, Section 7 p. 32 – 35: The State, upon receiving a funding source, hereby expressly reserves the right to invoke the change control process in order to establish and position the State for compliance with the statutory requirements of the Federal "Real ID Act". The Contractor hereby expressly acknowledges and agrees that the State shall have the right and prerogative to initiate and incorporate said changes at prices to be mutually agreed upon in a change control. The State hereby specifically reserves the right to proceed to competitive bidding prior to invoking the change control process with the Contractor as described in this section. The changes may include, but are not limited to, those listed below:

- Interface with Viisage ID Suite application for license transactions, which will include, but not be limited to, a web services interface and/or XML data exchange. The data will include all data keyed (i.e. customer demographics, imaging index indicator, QMatic number, etc.).
- Insure solution is compatible to the imaging system and leverages the imaging system APIs to allow the user to have a single point of entry for the imaging transaction.
- Provide Ad Hoc Reporting from the system that may be requested by Homeland Security as it pertains to compliance.
- The system must perform an electronic check to verify address of principal residence.

- Provide the ability to add new license types for non Real ID license and identification cards.
- Expiration dates on licenses and ID must be flexible depending on the person's residence status.
- Allow workflow for Registration and Title information directly from the Saber system utilizing the QMatic number.
- The application provided will be designed and architected to meet the security specifications, to be defined by Homeland Security for the Real ID act.
- Ensure the database can store the full legal name as defined by Homeland Security for the Real ID act.
- Interface with AAMVA on all required database searches as defined by Homeland Security for the Real ID act.
- Change expiration date of license to ensure all renewed licenses issued by May 2013 comply with the Real ID act.
- Store in the database the number of AKA's as defined by Homeland Security for the Real ID act.

Attachment B, Section 7 pp. 32 – 35: The State, upon receiving a funding source, hereby expressly reserves the right to invoke the change control process in order to establish and position the State for compliance with the requirements of the Commercial Driver's License Information System (CDLIS) Modernization Plan as part of Title IV (Motor Carrier Safety Reauthorization Act of 2005) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU). The Contractor hereby expressly acknowledges and agrees that the State shall have the right and prerogative to initiate and incorporate said changes at prices to be mutually agreed upon in a change control. The State hereby specifically reserves the right to proceed to competitive bidding prior to invoking the change control process with the Contractor as described in this section. The changes may include, but are not limited to, those listed below:

- Application programming to incorporate newly added or modified CDLIS business functions into the driver's license application.
- Working in conjunction with AAMVA to execute structured testing of the modernized CDLIS code before it can become part of the modernized CDLIS environment.
- Position the state to comply with a CDLIS network upgrade to provide encryption of the data traveling across the network as it is communicated from state to state.

Cooperation:

Neither party shall knowingly or willfully impede the progress of the other (i.e. review and approvals will be timely, delivery will be timely, etc.). In the event that Contractor is substantially delayed or substantially prevented from performing its obligations under this Agreement, to the extent that the delay is caused by factors beyond the reasonable control of Contractor, and is caused by the inability of the State (including its other vendors or representatives) to substantially perform its responsibilities as agreed to in this Agreement, including the failure to provide dedicated State staff required for Contractor to complete work in a timely manner, Contractor may at its discretion invoke the agreed upon change control process. The Contractor shall be prohibited from invoking this section if the substantial delay is caused by the inability of it, its subcontractor's, its agents and/or

employees to perform its responsibilities as agreed to in this Agreement. Further, in the event the State is required to relocate its DMV ("Division of Motor Vehicles"), the Parties agree that the Contractor, upon timely written notice from the State of not less than forty-five (45) days, shall afford the State reasonable flexibility in the implementation of the Agreement, lend reasonable assistance to the State and the State shall not incur any further costs, fees nor be liable for any damages pursuant to the Agreement.

Vendor License Cost:

Attachment C, BAFO-2, Product License: In the event the State increases or decreases the number of Division of Motor Vehicle locations and/or end user seats, the Vendor License Cost for Contractor's COMET product shall not increase.

International Registration Plan (IRP) Processing:

Attachment C, BAFO-1, IRP: The State will remain with its current IRP vendor, CACI, and Saber will need to build an interface between the proposed solution and the CACI IRP system.

System Security:

Attachment G: The State agrees with the updated Security Agreement, provided by the Contractor as a result in the change from an Oracle Database to a SQL database, dated September 13, 2007.

Services:

The Contractor hereby agrees to perform the services ("Services") during the Term of the Agreement as detailed in the RFP and Cost Proposal and any and all responses and addenda, the Scope of Work, Best and Final Offer and this Agreement and any and all attachments incorporated and made a part of thereto.

Payment:

The State shall make the payments for each deliverable or milestone identified in Section II of Contractor's BAFO ("Proposed Payment Milestones") within forty-five (45) days after Contractor issues an invoice for that deliverable or milestone. Contractor shall issue an invoice for a deliverable or milestone once the agreed upon acceptance criteria for that deliverable or milestone are met. Contractor shall issue an invoice for the software license fee upon execution of this Agreement by all parties.

Liability for Lost and/or Transferred "Data" and/or "Information" and/or "Database":

The Parties hereby agree that the Contractor, in accordance with the terms of this Agreement, shall establish an acceptable security protocol for the protection of and/or maintenance of and shall secure custody of, any and all sensitive personal data and/or information and/or database provided to and/or transferred to and/or transmitted to the Contractor by the State under the terms and conditions of this Agreement. Said data and/or information and/or database shall include, but not necessarily be limited to, names, dates of birth, home and/or business addresses, social security numbers, etc., of

motorists licensed by the State to operate a motor vehicle.

Indemnification:

The Contractor herein expressly agrees that it shall indemnify and hold the State harmless and defend the State from and against any and all third-party suits, claims, demands, judgments, losses or reasonable expenses of any nature whatsoever (including reasonable attorney's fees) to the extent arising from or out of the Contractor's Services to be performed under this Agreement, but not limited to:

-Any negligent act or omission of the Contractor, its subcontractors or the officers, directors, agents, employees of either;

-Bodily injury and personal injury, including, but not limited to bodily injury, libel, slander, invasion of privacy, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of the Contractor, State, or any independent contractor or subcontractor of either damage to property of anyone (including the loss of use thereof), to the extent caused or alleged to be caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable;

-Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, to the extent caused by the action or inaction of the Contractor.

As specifically agreed to by the Parties, the Contractor shall indemnify and hold the State harmless and defend the State from and against any and all suits, claims demands, judgments, losses or reasonable expenses of any nature whatsoever (including reasonable attorney's fees) to the extent arising from or out of the Contractor's use of the State's data, as defined herein in the Agreement, for the purpose of performing data conversion, development, system testing, and other related activities offsite, if said data or other materials are lost, stolen, or otherwise disclosed in violation of this Agreement.

The indemnification provisions of this Agreement above shall extend to claims occurring after this Agreement is terminated as while it is in force. The Contractor shall not be obligated under this Agreement to indemnify the State for claims arising from the negligence or willful misconduct of the State or its agents, employees or independent contractors who are directly responsible to the State. The indemnities set forth in this paragraph shall not be limited by the insurance requirements contained herein or limited in any way by Contractor's inability to enforce coverage from any insurance policy. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

Acceptance Criteria:

The parties shall negotiate mutually agreeable, objective, measurable acceptance criteria for each deliverable. The parties will document the agreed upon Acceptance Criteria within the following timeframe: Phase I (BPR) Acceptance Criteria agreed upon and documented within 15 {business} days of the project start date; Phase II and Phase III Acceptance Criteria agreed and documented by the end of BPR Phase. Acceptance by the State shall be given when the agreed upon acceptance criteria have been met and shall not be unreasonably withheld or delayed. The Parties agree that for

each "Phase" as defined herein and contemplated by the Agreement, the State's final one hundred and twenty (120) day "final system acceptance" period shall commence upon "Actual Deployment" by the State of said "System". "Actual Deployment" is herein defined as the actual use of each "System" delivered by the Contractor to the State and said "System" is deployed by the State, through its Division of Motor Vehicles, for actual use by the State to provide services to the general public.

Damages and Limitation of Liability:

Unless otherwise specified by this Agreement, neither party shall be liable to the other for any indirect, special, incidental, consequential or punitive damages, however caused and whether arising under a theory of contract, tort or any other legal theory, even if advised by the other of the possibility of such damages.

Except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions will be limited to the total amount payable to Contractor under this Agreement.

Ownership of "System" and/or "Data" and/or "Information" and/or "Database" and/or "Deliverables":

Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Agreement, including, but not limited to, all software computer programs, source code, documentation and manuals, collectively ("State Property"), shall be deemed to be owned and remain owned by the State. For the avoidance of doubt, State Property does not include the Contractor's pre-existing intellectual property, including without limitation, Contractor's pre-existing DMV solution and related artifacts ("COMET") and any modifications, improvements or derivative works of, or know-how relating to COMET developed pursuant to this Agreement ("Contractor's IP"). Upon successful completion of the design, development and implementation of services to be performed pursuant to the Agreement, the State grants the Contractor a world-wide, exclusive, perpetual, royalty free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement. Upon payment of the license fee provided for in this Agreement ("License Fee"), the Contractor grants the State a non-exclusive, perpetual, royalty free, fully paid-up license to use the Contractor's IP for the State's ordinary internal business purposes of administering and running the State's driver and vehicle licensing operations. For the avoidance of doubt, this use license granted to the State includes the right to reproduce, publish, disclose, or otherwise use and to authorize others to use the Contractor's IP for the State's ordinary internal purposes, without any additional charges and/or fees other than the initial License Fee. Following receipt of payment for the License Fee, Contractor shall deliver all State Property and all Contractor IP licensed to the State upon thirty (30) days notice to the State throughout the term of the Agreement and including ninety (90) days thereafter. To be clear, the State Property shall be considered "work for hire", and the State, not the Contractor, any subcontractor, agent and/or employee, shall have full and complete ownership of all State Property. Any hardware, software, materials and other intellectual property owned by third parties that the Contractor delivers to the State pursuant to this Agreement, including all proprietary software that is provided at established or

market prices and sold or leased to the general public shall be provided to the State pursuant to the third party's standard end user license. In addition, following the payment of the License Fee, the Contractor shall deliver to the State on a quarterly basis, in a form acceptable to the State, any and all process software source code(s), for all State Property and Contractor IP developed pursuant to this Agreement. Specifically, the delivery of source code(s) shall be within ten (10) days from the end of each calendar quarter commencing from the date the purchase order is issued by the State. The State's usage of such source code(s) shall be governed by the license terms provided above. The Contractor expressly agrees and acknowledges that any and all State Property, including, but not limited to, any and all information provided to and/or transferred to and/or transmitted to the Contractor by the State for the performance of this Agreement is the sole property of the State and shall not be unlawfully disclosed and/or used and/or misused and/or provided to any other individual(s), entity (ies) and/or party (ies) without the express written consent and permission of the State, other than as provided for in this Agreement. Saber shall have the right, at its option, to use the State's data offsite for the purpose of performing data conversion, development, system testing, and other related activities offsite, subject to Saber's agreement and obligation, as provided for in this Agreement, to indemnify and hold the State harmless for all claims losses and liability if the data or other materials are lost, stolen, or otherwise disclosed in violation of this Agreement.

Maintenance of "Data" and/or "Information" and/or "Database":

The Contractor expressly agrees and acknowledges that it shall not perform any "data" and/or "information" and/or "database" and/or "deliverables" maintenance and/or Division of Motor Vehicles Modernization System updates and/or upgrades and/or utilize any other operating system related to the maintenance of the Division of Motor Vehicles Modernization System that would interfere in any material way with the ongoing business operations of the Rhode Island Division of Motor Vehicles ("Division") during the Division's ordinary business hours without the express written consent and/or permission of the State. The State is hereby obligated to notify the Contractor in writing of any change in the Division's hours of operation.

Representations and Warranties:

The representations and warranties of the Contractor set forth in the RFP, Scope of Work and Best and Final Offer are hereby incorporated herein by reference as if set forth herein, and shall be deemed to have been made as of the date hereof.

Confidentiality:

The Contractor shall take all reasonable industry and cyber industry standard required security measures to protect against the improper use, loss and disclosure of any confidential information including, but not limited to, names, dates of birth, home and/or business addresses, social security numbers, tax data, if applicable, Department of Revenue, Department of Administration, State or IRS data, it may receive or have access to under this Agreement, incorporating both security and privacy software. In the event of an unauthorized disclosure, breach of security, loss or improper use of any such data and/or information, the Contractor shall immediately notify the State of such a breach and/or unauthorized disclosure, but in no event later than twenty four (24) hours after the Contractor's knowledge of such a breach and/or unauthorized disclosure. Upon such a breach and/or unauthorized disclosure, the State shall have the right for a third party security firm to perform an objective security audit at the Contractor's expense in accordance with recognized cyber security

industry best practices. The Contractor agrees it, its employees, agents, subcontractors and invitees shall sign a Non-Disclosure Agreement in the form attached hereto and made a part of this Agreement.

Copyright and Patent Protection:

The Contractor represents and warrants that it has the legal title to any proprietary software used or incorporated into the system provided to the State under this Agreement, or has the right from the legal owners thereof to use, and to license to use, to the State. The contractor expressly agrees to defend the State and hold the State harmless from any claims, legal actions, suits, judgments, or proceedings asserted or brought against the State based on alleged infringement of any patent, copyright, trade secret or any other proprietary right of any third party, by the equipment or any part thereof, of any operating or service manuals, or any documentation or any software program recommended, supplied or furnished by the Contractor. Subject to the other terms and conditions stated in this section, the Contractor agrees to pay all settlement costs and all damages and costs awarded against the State (including royalties assessed against the State) arising out of such claims and/or legal actions. The State shall promptly notify the Contractor in writing of any such claims and/or legal actions brought and/or threatened and the Contractor shall be permitted to assume control of the defense and settle any negotiations. The State shall have the right to be represented by legal counsel of its own choosing, at the State's expense. At the request of the Contractor, the State shall actively cooperate and assist the Contractor in the defense of any such claim and/or legal action.

At the expense of the Contractor, in the event the Contractor should fail to defend any such claim and/or legal action, the State may, in addition to any other legal remedy that the State may have, at its election, defend such claim and/or legal action and shall be reimbursed by the Contractor for its reasonable expenses and attorney's fees incurred in said defense.

In the event any injunction shall be obtained effective against the use of any equipment, hardware, software, or any portion thereof recommended, supplied and/or furnished by the Contractor by reason of the Contractor's infringement of any patent, copyright, trade secret or any other proprietary right, the Contractor may, at its option and expense, either:

-If obtainable at a reasonable price, procure for the State, the right to use the equipment, hardware, software, part and/or manual, etc.;

-Replace and/or modify the same in a manner that does not degrade the performance of the products and systems so that they/it become non-infringing; or;

-Repurchase any infringing equipment, hardware, software, part, manual, etc., at the price at which it was sold to the State under this Agreement.

The Contractor shall not have any liability to the State under any provision of this clause if any infringement claim and/or legal action is based upon the use or modification of any program or equipment or portion thereof, or combination with any other program or equipment or part thereof, not recommended, furnished and/or approved by the Contractor, or if the equipment or software is used in a manner for which they were not designed.

Captions:

The Parties hereby agree that the captions appearing in this Agreement are intended only as a matter of convenience and/or reference and in no way define, limit and/or describe the scope of this Agreement or the intent of any provision hereof.

Voluntariness:

The Parties hereunto stipulate and agree that the terms and conditions of this Agreement are entered into voluntarily and that the Parties have not been coerced to enter into this Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this Agreement is based.

Integration:

This Agreement and any and all designated and incorporated attachments and/or exhibits contain the entire agreement between the Parties.

Applicable Law:

The Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, ordinances and by-laws and regulations in effect at the time the Services are performed and shall perform its obligations hereunder in compliance and in accordance with generally accepted professional and safety standards and in compliance with and in accordance with any and all federal, state and local licensing and permitting requirements, and shall be in compliance with and act in accordance with any and all reasonable rules and/or policies of the State relative to its property.

Governing Law:

The Parties hereby expressly agree that this Agreement shall be governed by the laws of the State of Rhode Island and Providence Plantations, without reference to conflict of law principles, and expressly agree that jurisdiction and venue for any and all disputes and/or lawsuits, whether in law and/or equity, arising from this Agreement shall lie with and within the Superior Court for the State of Rhode Island and Providence Plantations.

Order of Precedence:

In the event of any inconsistency between the articles, attachments, specifications and/or provisions that constitute this Agreement, the following order of precedence shall apply:

1. This Agreement and any and all attachments made a part thereto;
2. The Request for Proposal ("RFP")(#7002869), dated December 14, 2006, including any and all Contractor questions and State responses and/or addenda, except as modified by or inconsistent with this Agreement and any and all attachments thereto; Technical and

Cost Proposal, dated April 6, 2007, Saber Software, Inc., except as modified by or inconsistent with this Agreement and any and all attachments thereto; Best and Final Offer, dated July 6, 2007, Saber Software, Inc., except as modified by or inconsistent with this Agreement and any and all attachments thereto;

3. Information Technology (IT) Supplemental Terms and Conditions for MPA 230, dated January 30, 2007, except as modified by or inconsistent with this Agreement and any and all attachments thereto;
4. General Terms and Conditions of Purchase, State of Rhode Island, Division of Purchases, dated December 14, 2006, except as modified by or inconsistent with this Agreement and any and all attachments thereto.

Insurance and Bond Requirements:

Throughout the Term of this Agreement the Contractor and any sub-contractor shall procure and maintain, at its own cost and expense, and provide annually to the State, insurance policies in the amounts prescribed and as required in Paragraph #31 of the State of Rhode Island's General Terms and Conditions of Purchase and as prescribed and as required in Addendum #6, paragraph #8, of RFP #7002869, Technical Errors and Omissions Policy. Said Technical Errors and Omissions Policy shall include, but not be limited to, an umbrella/excess liability insurance requirement of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate in any policy year, such coverage to be no less broad than any underlying employer's liability insurance policy and/or commercial general liability insurance policy and/or automobile liability insurance policy. Further, said Technical Errors and Omissions Insurance Policy shall include provisions insuring the State for any and all consequential damages incurred by the State should any work performed by the Contractor under the terms and conditions of this Agreement be deficient in any manner and shall also include insurance coverage for any and all loss, cost and/or damages for claims for and/or of identity theft. Such insurance policies, unless otherwise specified, shall name the State as an additional insured as required by the Agreement. Contractor and sub-contractor shall name the State as an additional insured in policies of workers compensation and employers' liability, employee dishonesty or error and omissions. Contractor and sub-contractor shall procure and maintain, at its' own cost and expense, and provide annually to the State, certificates of insurance evidencing the following insurance:

(i) General comprehensive liability insurance policy based on Insurance Services Office (ISO) policy forms or equivalent forms with the following minimum coverage with respect to the Services and other operations performed pursuant to this Agreement by Contractor pursuant to this and its employees, agents, supplier's agents and invitees:

Bodily Injury and Property Damage	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
Products and Completed Operations	\$1,000,000 each occurrence

	\$2,000,000 annual aggregate
Contractual Liability and Property Damage	\$1,000,000 each occurrence
Independent Contractors	\$1,000,000 each occurrence
Personal and Advertising Injury	\$1,000,000 each occurrence
Employee Dishonesty/Client's Property	\$1,000,000 each occurrence
	\$2,000,000 annual/general aggregate

(ii) Vehicle liability for any owned, leased, non-owned or hired vehicle operated by anyone with the permission of the Contractor or sub-contractor using ISO policy forms or equivalent.
\$1,000,000 each occurrence

(iii) Workers compensation insurance for Contractor as required by applicable federal and state law, including employer's liability subject to minimum limits of \$500,000/\$500,000/\$500,000.

(iv) Contractor shall submit to the State a copy of each policy's endorsement evidencing the State as an additional insured.

(v) Contractor agrees to release any rights of recovery against State and seek a waiver of right of subrogation by any insurer of Contractor.

(vi) Certificates of Insurance, acceptable to State, shall be submitted to State upon execution of this Agreement and shall be renewed upon expiration of the Policies. Certificates shall indicate that the coverage required by this Section is in effect. If the State is damaged by Contractor's failure to maintain insurance, then Contractor shall be responsible for all reasonable legal costs (including reasonable attorney's fees), and all other costs or damages arising from said failure to maintain insurance and/or attributable thereto. All Policies shall be issued by companies authorized to write and/or underwrite this type of insurance under the laws of the State of Rhode Island. Any and all deductibles, self insurance or self insured retention contained in any insurance policy shall be assumed by and at the risk of Contractor. Any such deductible, self-insurance or self-insured retention shall be reasonably acceptable to the State.

(vii) Notice of cancellation or alteration of any kind of insurance referenced above will be sent by the issuing company to State within thirty (30) days prior to cancellation. Failure of Contractor to so notify the State shall constitute an event of default under this Agreement.

(viii) Contractor shall provide the State with a performance and payment bond in the amount of One Million (\$1,000,000.00) Dollars in a form reasonably acceptable to

the State simultaneously with the execution of this Agreement to cover the full term and value of the Agreement, this Agreement shall be immediately terminated by the State without further notice to Contractor and without any damage, cost or penalty to the State. Any performance bond shall be maintained in full force and effect until Final Project Completion and/or Acceptance.

Termination and/or Cancellation:

The State shall have the right to terminate this Agreement for cause, subject to a reasonable opportunity to cure, by providing written notice of termination and/or cancellation to the Contractor. Said notice of termination and/or cancellation shall specify the time, the specific provision of the Agreement or "for cause" reason that gives rise to the termination and/or cancellation, and, if susceptible to cure, shall specify reasonable appropriate action that can be taken by the Contractor to avoid termination and/or cancellation of the Agreement. The State shall provide a specified period of time of no longer than sixty (60) days, unless otherwise specified in this Agreement, for the Contractor to cure breaches and deficiencies of its performance obligations and/or Services under the Agreement.

For purposes of this section, the phrase "for cause" shall mean, but is not limited to, the following:

- Any material breach or evasion by the Contractor of the terms or conditions of this Agreement and any and all attachments and/or amendments, if any, thereof;

- Any material failure of the Contractor to meet the performance standards set out in the Agreement;

- Any negligent failure of the Contractor to perform its services hereunder materially in accordance with generally accepted professional standards;

- Any failure of the Contractor to comply, in all material respects, with the Insurance provisions of this Agreement;

- Any failure of the Contractor to comply in all material respects with the obligations required on its part to be performed hereunder;

- Any material breach by the Contractor of the maintenance, confidentiality, warranty and/or representation provisions of this Agreement;

- The commission of fraud, misappropriation, embezzlement, malfeasance or misfeasance or similar illegal misconduct by the Contractor, its officers, directors, employees or agents that can reasonably be expected to have a material adverse effect on the services provided by the Contractor under this Agreement;

- Dissolution of the Contractor or forfeiture of the Contractor's corporate existence or good standing in Rhode Island that is not cured within 10 business days after receiving notice of such forfeiture without proper assignment to a successor acceptable to the State;

- The occurrence of any of the following by or with respect to the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety

(90) days of a case or other proceeding seeking bankruptcy, liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or the filing of an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other similar relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other similar relief under any bankruptcy, insolvency, or any other similar law now or hereafter in effect with respect to it or its debts;

-Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor's assets;

-Making an assignment for the benefit of creditors other than an interest in accounts receivable granted in the ordinary course of business pursuant to Contractor's ordinary banking relationships;

-Failing, being unable, or admitting in writing the inability generally to pay its debts as they become due;

-Taking any action to authorize any of the foregoing:

-Intentional or negligent act or omission by the Contractor, or any subcontractor, agent, employee or invitee within the control of the Contractor resulting in the disclosure of any confidential information, data, etc., as defined under this Agreement.

The State may terminate this Agreement without cause, including, but not limited to, the following:

-The State may terminate this Agreement at any time and without cause if directed to do so by statute;

-If required by state law, where the Director of the State Budget Office makes a written determination that funds are not appropriated or otherwise available to support a continuation of this Agreement, the Agreement shall be immediately terminated. A determination by the State Budget Director that funds are not appropriated or otherwise available to support continuation of this Agreement shall be final and conclusive.

If the State terminates this Agreement without cause, the Contractor shall be entitled to recover all reasonable personnel costs incurred and not yet paid by the State as of the date of termination, in the performance of Contractor's obligations under this Agreement. Reasonable costs shall not include "lost profits" of the Contractor and the State shall not be held liable under this section for "lost profits" of the Contractor.

Assignment:

This Agreement shall not be assigned, transferred or subcontracted by the Contractor without the express written approval and consent of the State. The State may assign this Agreement to another Department, Agency and/or Division within the State.

Severability:

If any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such a manner as will permit performance, otherwise, this Agreement shall be construed as if such a provision had never been a part hereof.

Amendment:

This Agreement may only be amended by the Parties agreeing to the amendment in writing duly executed by the Parties.

Duplicate Originals:

This Agreement may be executed in duplicate originals each of which shall be considered an original document but which together shall constitute one instrument and/or Agreement. This Agreement may be executed in counterparts each of which shall be considered an original document but which together shall constitute one instrument and/or Agreement.

Entire Agreement:

This Agreement and any and all attachments incorporated and made a part of hereto constitutes the sole and entire agreement between the Parties.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands as of the date first above written and the agreement made legally binding as follows, subject to the issuance of a valid State Purchase Order by the Rhode Island Department of Administration, Division of Purchases:

Saber Software, Inc.
Contractor (Company)

(Type or print name)

[Signature]
Authorized Agent/Signature
Say Follette
Corporate Secretary
(Type or print name)

Director, RI Department of Administration

[Signature]
Director/Authorized Signature

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

AMENDMENT TO AGREEMENT

between the

**State Of Rhode Island, Rhode Island Department of Revenue,
Division of Motor Vehicles and the Rhode Island Department of Administration**

and

Saber Software Inc.

For the Purpose of providing a new DMV Motor Vehicle Licensing System

70002869

Contract Identification Code

The Department of Revenue, Division of Motor Vehicles and the Rhode Island Department of Administration (collectively, the "State") and Saber Software, Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Amendment to the Agreement between the State and Contractor relating to the implementation of a new DMV motor vehicle licensing system, Contract Identification Code Number 70002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for their consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. Licensing. The parties agree that the Section of the Agreement entitled "Ownership of 'System' and/or 'Data' and/or 'Information' and/or 'Database' and/or 'Deliverables'" shall be amended by adding the following sentences to the end of the Section:

By way of clarification, the Parties agree that the source code delivered to the State pursuant to this Agreement shall include the source code for COMET ("COMET"), to the extent such COMET source code is utilized in the system that Contractor develops for the State. The State's use of the source code for COMET shall be governed by and pursuant to the limited use license granted in this Section.

In addition to any such rights granted in this Section, the State shall have the right to modify, enhance, improve and create derivative works from Comet and Contractor's IP and to use any delivered source code(s) for any such rights and purposes; provided that the State's right to modify, enhance, improve, creative derivative works from, and otherwise use COMET and Contractor's IP shall, in every circumstance, be limited using such intellectual property for the State's ordinary, internal business purposes of administering and running the State's driver and vehicle licensing operations.

2. Insurance. The parties agree that the Section of the Agreement entitled "Insurance and Bond Requirements" shall be deleted in its entirety and replaced with the following:

Throughout the Term of this Agreement the Contractor and any sub-contractor shall procure and maintain, at its own cost and expense, and provide annually to the State, insurance policies in the amounts prescribed and as required in Paragraph #31 of the State of Rhode Island's General Terms and Conditions of Purchase and as prescribed and as required in Addendum #6, paragraph #8, of RFP #7002869, Technical Errors and Omissions Policy. Said Technical Errors and Omissions Policy shall include, but not be limited to, a limit of insurance requirement of \$5,000,000.00 per claim and \$5,000,000.00 aggregate in any policy year. Further, said Technical Errors and Omissions Insurance Policy shall include provisions insuring the Contractor for damages claimed by the State should any work performed by the Contractor under the terms and conditions of this Agreement be deficient in any manner due to the wrongful acts of the Contractor and shall also include insurance coverage for loss, cost and/or damages for claims for and/or of identity theft. Contractor and sub-contractor shall procure and maintain, at its own cost and expense, and provide annually to the State, certificates of insurance evidencing the following insurance:

- (i) General comprehensive liability insurance policy based on Insurance Services Office (ISO) policy forms or equivalent forms with the following minimum coverage

with respect to the Services and other operations performed pursuant to this Agreement by Contractor and naming the State as an additional insured pursuant to this and its employees, agents, supplier's agents and invitees:

Bodily Injury and Property Damage:	\$1,000,000 each occurrence \$2,000,000 general aggregate
Products and Completed Operations:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Contractual Liability and Property Damage:	\$1,000,000 each occurrence
Independent Contractors:	\$1,000,000 each occurrence
Personal and Advertising Injury:	\$1,000,000 each occurrence
Employee Dishonesty/Client's Property:	\$1,000,000 each occurrence \$2,000,000 annual/general aggregate

(ii) Vehicle liability for any owned, leased, non-owned or hired vehicle operated by anyone with the permission of the Contractor or sub-contractor using ISO policy forms or equivalent: \$1,000,000 each occurrence

(iii) Workers compensation insurance for Contractor as required by applicable federal and state law, including employer's liability subject to minimum limits of \$500,000/\$500,000/\$500,000.

(iv) Contractor shall submit to the State a certificate evidencing the State as an additional insured with respect to the general comprehensive liability and vehicle liability insurance only.

(v) Contractor agrees to release any rights of recovery against State and seek a waiver of right of subrogation by any insurer of Contractor, provided that the Contractor shall have no obligation to waive subrogation where the losses at issue arise solely from the acts or omissions of the State or its agents. Contractor's waiver of subrogation rights in favor of the State shall apply to the worker's compensation, general liability, automobile, and umbrella policies only.

(vi) Crime Insurance with a limit of \$2,000,000 for each occurrence covering the dishonest acts of the employees of Contractor acting alone or in collusion with others. The State shall be included as a Loss Payee as its Interest May Appear. However, covered claims otherwise payable under this insurance shall be reduced to the extent of the dishonest acts of State employees.

(vii) Errors and Omissions professional liability insurance in the minimum amount of \$5,000,000 to protect Contractor for damages claimed by the State in connection with the Contractor's activities regarding this Agreement.

(viii) Certificates of Insurance, acceptable to State, shall be submitted to State upon execution of this Agreement and shall be renewed upon expiration of the Policies.

Certificates shall indicate that the coverage required by this Section is in effect. If the State is damaged by Contractor's failure to maintain insurance, then Contractor shall be responsible for all reasonable legal costs (including reasonable attorney's fees), and all other costs or damages arising from said failure to maintain insurance and/or attributable thereto. All Policies shall be issued by companies authorized to write and/or underwrite this type of insurance under the laws of the State of Rhode Island. Any and all deductibles, self insurance or self insured retention contained in any insurance policy shall be assumed by and at the risk of Contractor. Any increase in such deductible, self-insurance or self-insured retention above the limits identified in the policies that Contractor initially delivers to the State shall be reasonably acceptable to the State.

(viii) Notice of cancellation or material adverse alteration of any kind of insurance referenced above will be sent to the State within thirty (30) days prior to cancellation or material adverse change. Failure of Contractor to so notify the State shall constitute an event of default under this Agreement.

(ix) Contractor shall provide the State with a performance and payment bond in the amount of One Million (\$1,000,000.00) Dollars in a form reasonably acceptable to the State simultaneously with the execution of this Agreement to cover the full term and value of the Agreement, this Agreement shall be immediately terminated by the State without further notice to Contractor and without any damage, cost or penalty to the State. Any performance bond shall be maintained in full force and effect until Final Project Completion and/or Acceptance.

3. Duplicate Originals. This Amendment may be executed in duplicate originals each of which shall be considered an original document but which together shall constitute one instrument and/or Amendment. This Amendment may be executed in counterparts each of which shall be considered an original document but which together shall constitute one instrument and/or Amendment. By agreement of the Parties, this Amendment shall be signed by the appropriate officer for each party and said officer's signature in facsimile form shall be accepted by each party as if it were an original signature.

4. Effect of Amendment. Except as necessary to give effect to the Parties' intent, as reflected in this Amendment, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands as of the date first above written and the agreement made legally binding as follows:

Saber Software, Inc.
Saber Software, Inc.

(Type or print name)

Karan Khanna
Authorized Agent/Signature

Karan Khanna, President & COO
(Type or print name)

BEVERLY E. NAJARIAN
Director, RI Department of Administration

Beverly E. Najarian
Director/Authorized Signature



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

SABER SOFTWARE INC
1800 SW FIRST AVE
STE 350
PORTLAND, OR 97201

Amendment Date: 25-JUN-10
Original Award Date: 22-JAN-08
Buyer: J Moynhan
Phone #: 401-574-8119
FOB: Destination
Terms: NET 30
Vendor # 29361

SHIP TO	DOR-DT MOTOR VEHICLES PAWTUCKET 100 MAIN STREET PAWTUCKET, RI 02860 United States	Change Order Number 1	INVOICE	DOR-DT MOTOR VEHICLES PAWTUCKET 100 MAIN STREET PAWTUCKET, RI 02860 United States
		Award Number 3067391		Effective Period 22-JAN-08 - 31-DEC-10

COMPUTER SYSTEM - DMV

Description			Bid Number	Change Order Req#	
COMPUTER SYSTEM - DMV			7002869		
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO # 3067391 DATED 1/22/08 CHANGE EFFECTIVE PERIOD: FROM: 1/22/08 - 6/30/10 TO: 1/22/08 - 12/31/10 TO EXTEND THE CONTRACT TERM THROUGH 12/31/10 AS PER THE ATTACHED DOCUMENT ENTITLED "SECOND AMENDMENT TO AGREEMENT"			

FY1

STATE PURCHASING AGENT
Lorraine A. Hynes
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

VENDOR

SECOND AMENDMENT TO AGREEMENT

Between the

**State of Rhode Island, Department of Revenue,
Division of Motor Vehicles and the Rhode Island Department of Administration**

And

Saber Software Inc.

For the Purpose of Providing a new DMV Motor Vehicle Licensing System

**7002869
Contract Identification Code**

The Department of Revenue, Division of Motor Vehicles and the Rhode Island Department of Administration (collectively, the "State") and Saber Software, Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Second Amendment to the Agreement between the State and Contractor relating to the implementation of a new DMV motor vehicle licensing system, Contract Identification Code 7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for their consent to voluntarily enter into this Second Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended through December 31, 2010.
2. **Duplicate Originals** This Second Amendment may be executed in duplicate originals each of which shall be considered an original document but which together shall constitute one instrument. This Second Amendment may be executed in counterparts each of which shall be considered an original document but which together shall constitute one instrument. By agreement of the Parties, this Second Amendment shall be signed by the appropriate officer for each party and said officer's signature in facsimile form shall be accepted by each party as if it were an original signature.
3. **Effect of Second Amendment.** Except as modified or expressly amended herein, the parties agree that all other provisions of the Agreement, along with any other amendments to the Agreement currently in effect, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Second Amendment as of the _____
day of June, 2010

SABER SOFTWARE, INC.

Signature: Richard A Tonkorich

Printed Name: Richard Tonkorich

Date: 7/12/2010

STATE of RHODE ISLAND, by and through
the DEPARTMENT OF ADMINISTRATION,

Rosemary Booth Gallogly
Rosemary Booth Gallogly
Director, Department of Administration

Date: 7-23-2010



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

SABER SOFTWARE INC
1800 SW FIRST AVE
STE 350
PORTLAND OR 97201

Amendment Date: 01-OCT-10
Original Award Date: 22-JAN-08
Buyer: J Moynihan
Phone #: 401-574-8119
FOB: Destination
Terms: NET 30
Vendor # 29361

SHIP TO	DOR-DT MOTOR VEHICLES PAWTUCKET 600 NEW LONDON AVENUE CRANSTON, RI 02920-3024 United States	Change Order Number 2 Award Number 3067391 Effective Period 22-JAN-08 - 31-DEC-10	INVOICE	DOR-DT MOTOR VEHICLES PAWTUCKET 600 NEW LONDON AVENUE CRANSTON, RI 02920-3024 United States
	COMPUTER SYSTEM - DMV			

Description		Bid Number	Change Order Req#		
COMPUTER SYSTEM - DMV		7002869			
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3067391 DATED 1/22/08 DOCUMENT ENTITLED "THIRD AMENDMENT TO AGREEMENT" RELATING TO HIRING OF SUBCONTRACTORS IS INCORPORATED HEREWITH			

STATE PURCHASING AGENT
Lorraine A. Hynes
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

PURCHASES

THIRD AMENDMENT TO AGREEMENT

Between the

**State of Rhode Island, Department of Revenue,
Division of Motor Vehicles and the Rhode Island Department of Administration**

And

Saber Software Inc.

For the Purpose of Providing a new DMV Motor Vehicle Licensing System

**7002869
Contract Identification Code**

The Department of Revenue, Division of Motor Vehicles and the Rhode Island Department of Administration (collectively, the "State") and Saber Software, Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Third Amendment to the Agreement between the State and Contractor relating to the implementation of a new DMV motor vehicle licensing system, Contract Identification Code 7002869 (the "Agreement") Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for their consent to voluntarily enter into this Third Amendment to the Agreement on the following terms:

1. **Hiring of Subcontractors.** Contractor agrees that any subcontractors it hires following the effective date of this Amendment to work on the Project shall be approved to be work eligible through the E-Verify program. Further, when hiring subcontractors, the Contractor agrees that off shore resources shall not be used, as specified in the RFP. Contractor further agrees to indemnify the State for any damages caused as a result of the action or inaction of the subcontractors.
2. **Duplicate Originals** This Third Amendment may be executed in duplicate originals each of which shall be considered an original document but which together shall constitute one instrument This Third Amendment may be executed in counterparts each of which shall be considered an original document but which together shall constitute one instrument. By agreement of the Parties, this Third Amendment shall be signed by the appropriate officer for each party and said officer's signature in facsimile form shall be accepted by each party as if it were an original signature.
3. **Effect of Third Amendment.** Except as modified or expressly amended herein, the parties agree that all other provisions of the Agreement, along with any other amendments to the Agreement currently in effect, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Third Amendment as of the 10th day of September, 2010

SABER SOFTWARE, INC

Signature: Richard A. Tonkovich

Printed Name: Richard A. Tonkovich

Date: September 10, 2010

STATE of RHODE ISLAND, by and through
the DEPARTMENT OF ADMINISTRATION,

Rosemary Booth Gallogly
Rosemary Booth Gallogly
Director, Department of Administration

Date: Sept 24, 2010