

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 39

Authorizing the Chair and Secretary/Treasurer to enter into a License and Installation Agreement with Resource Information and Control Corporation, Inc. (Riccorp) for an integrated facility management computer system; and authorizing purchase of DEC hardware and system software.

The Metropolitan Exposition-Recreation Commission finds:

1. That on June 13, 1989, the Commission released a Request for Proposals for an integrated facility management computer system.
2. That on August 4, 1989, proposals were received from four vendors.
3. That the Commission's Selection Committee reviewed the proposals, and received full presentations from two vendors: Unisys/Edmonton Convention Center; and DEC/Riccorp.
4. That the Selection Committee then travelled to two different installations of the Riccorp package, and made site inspections of the system.
5. That the Selection Committee then felt the DEC/Riccorp system offered the best package for the facility management needs, and negotiated with DEC and Riccorp for a system which would meet the Commission's budget criteria and time line.
6. That the Selection Committee recommends Commission approval of two contracts, one with DEC for hardware and system software, and the second with Riccorp, the purveyor of the facility management software.

BE IT THEREFORE RESOLVED:

1. That the Commission approves purchase of DEC hardware and system software, by signing on to the pre-existing contract with the State System of Higher Education, for a total purchase price of \$172,649.66, of which up to \$75,000.00 would be deferred until next fiscal year.
2. That the Chair and Secretary/Treasurer are authorized to sign a License and Installation Agreement with Resource Information and Control Corporation, Inc. (Riccorp), for the purchase and use of the Concentrics facility management software, at a cost of \$74,149.00.

3. That the Commission authorizes the purchase of peripheral equipment and software through third party vendors, at a total cost of \$19,000.00.

Passed by the Commission on December 19, 1989.



Chair



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

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SOFTWARE MAINTENANCE AGREEMENT

between

RESOURCE INFORMATION AND CONTROL CORPORATION ("Licensor")
6215 Constitution Drive
Fort Wayne, Indiana 46804

and

Metropolitan Exposition - Recreation
Commission (Licensee")

for the

Oregon Convention Center

THIS AGREEMENT is made and entered into as of the ____ day of _____, 1989, with respect to maintenance of software for which the right to use was retained under a License and Installation Agreement dated _____, 1989 (the "License Agreement").

NOW, THEREFORE, for and in consideration of the Maintenance Fee and the covenants, representations, warranties, terms and conditions hereinafter set forth, the parties hereby agree as follows:

1. Maintenance. During the Term of this Agreement (i) no less frequently than quarterly, Licensor shall notify Licensee of any bugs, defects or malfunctions in the software system (the "Software System") reflecting performance not in accordance with Licensor's published documentation for the Software System (the "Documentation") of which it learns from any source; and (ii) within a reasonable time after notice from Licensee of any such defect, bug, malfunction or failure of the Software System to function in conformity with the Documentation, Licensor shall correct any and all such defects, bugs, malfunctions and failings and provide Licensee with corrected copies of the Software System, all without additional charge to Licensee (unless such failure is directly attributable to Licensee's unauthorized modification to the Software System, in which event the cost of correction shall be billed to Licensee at Licensor's then current and standard published rates). Upon request of Licensee, Licensor will provide progress reports on any corrective action undertaken by Licensor.

RICCORP onto magnetic media to be provided by Customer, and thereafter, it shall be delivered to Customer and shall be executable on the Base Configuration.

2.02 Documentation. At or prior to the time of delivery of the Software System, RICCORP shall provide to Customer one copy of the operator's manuals on Customer's magnetic media (unless otherwise noted) and one hard copy of the System Documentation.

III. LICENSE AND INSTALLATION

3.01 License. Upon delivery of the Software System, RICCORP hereby grants to Customer a non-exclusive right to use (but not to modify) one production copy of the Software System to process the data and files of Customer in one production location or in a distributed data or telecommunications environment or at any other data processing facility in the event of an emergency on no more than twenty-four (24) devices (including printers and terminals) except that Customer may use additional devices after delivery to RICCORP of notice specifying the additional devices and payment of the fee specified in Exhibit B for the license upgrade.

3.02 Software System Installation Assistance. Following delivery of the Software System, RICCORP shall provide assistance to Customer in the installation of the Software System on Customer's Base Configuration hardware. Scheduling of activities and sharing of responsibilities shall be on a mutually agreed basis. Installation shall consist of: (i) loading source code, compiling it to object code and successful execution by the Software System of RICCORP's model office test data; (ii) assisting in the development of the system parameter files; (iii) training Customer staff to use the Software System; (iv) training the Customer's designated employee to serve as System Administrator; (v) monitoring the process for data entry which Customer will perform; and (vi) recommending procedural changes where they will improve system information flow. Customer shall provide adequate technical assistance in connection with the installation, including technical assistance from a systems person familiar with the day to day operation of the Customer's facility.

3.03 Certification. Upon delivery of the Software System to Customer by RICCORP, Customer shall promptly commence and diligently pursue Certification of the Software System. RICCORP shall make available to Customer model office test data which has been developed for the Software System. Customer may either modify and

enhance the model office test data or develop its own test data to certify the delivered Software System.

3.04 **Completion of Certification.** Certification shall be considered complete following delivery of the Software System upon the earlier of: (i) the successful execution of the Software System using the aforementioned model office test data; (ii) the productive use by Customer of the Software System; or (iii) twelve (12) weeks following the delivery of the Software System to Customer by RICCORP if Customer has not found and reported by written notice to RICCORP errors in the operation of the Software System and, if such notice is given, the date upon which the failure or failures specifically described in the notice have been corrected.

3.05 **Warranty.** RICCORP warrants to Customer that for a period of thirty (30) days from the date of Certification, the Software System will conform to the terms of the System Documentation without errors which would significantly affect performance in accordance with the System Documentation. This Warranty is contingent upon Customer advising the Director of Support Services of RICCORP in writing of any failure of the Software System to conform to the terms of the System Documentation within thirty (30) days from the date of Certification of the Software System. With Customer's assistance, RICCORP shall promptly attempt to correct the failure of the Software System to so conform. RICCORP's services in that connection shall be provided without charge to Customer other than for reasonable travel and lodging expenses.

3.06 **Customer Modifications.** The Warranty in Section 3.05 shall not apply to any code in the Software System which Customer has modified or attempted to modify or to any programs the operation of which have been adversely affected by Customer modifications or attempted modifications. Assistance provided by RICCORP for difficulties or defects traceable to Customer errors or system changes will be billed at RICCORP's then-current Rate and Billing Schedule.

IV. CONSIDERATION AND FEES

4.01 **License Fee.** In consideration for the license granted under the terms of this Agreement, Customer shall pay to RICCORP in United States currency in the United States the license fee in the amount and on the dates specified on Exhibit B.

4.02 **Consideration for Services.** In consideration for the performance and completion of the services described in Sections 3.02 and 3.03 and as provided on Exhibit

B, Customer shall pay RICCORP a total fee for the time (including travel time) expended by RICCORP in performing its services together with a fee for RICCORP's time expended in management of personnel assigned to perform those services, in coordination with Customer's personnel and in other project management efforts related to the completion of these services.

4.03 **Certain Taxes.** In addition to the consideration provided herein, Customer agrees to pay amounts equal to any sales, use, excise or other taxes imposed upon the license of the Software System to Customer or upon the production copy of the Software System and the permitted back-up copies of the Software System used by Customer or resulting from this Agreement or any activities hereunder, but Customer shall not be obligated to pay any taxes based on RICCORP's net income or tangible personal property.

4.04 **Failure to Make Payments.** If Customer fails to make any payments within ten (10) days after the amount is due pursuant to this Agreement, then the amount, without the necessity of notice or action by RICCORP, shall become due and payable together with interest thereon from the date of nonpayment at 18% per annum (or the highest rate permitted by law if less than 18%) and with reasonable attorneys' fees and other costs of collection and without relief from valuation and appraisal laws.

V. RIGHTS OF USE AND POSSESSION OF SOFTWARE SYSTEMS

5.01 **Patent and Copyright Indemnity.** RICCORP warrants that RICCORP has the right to license to Customer the Software System to which this Agreement applies and that the Software System does not infringe on any United States copyright or patent. Should any legal action be made against Customer based on infringement of a United States copyright or patent by the Software System, Customer shall promptly notify RICCORP and RICCORP shall defend the action at its expense. RICCORP's liability in that event will be limited to defending the action and payment of any resulting court costs and damages finally awarded against Customer in the action. RICCORP's obligations pursuant to this Section shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to the Software System, or from Customer's failure to implement changes or updates furnished by RICCORP to Customer during the term of this Agreement designated as correcting potential infringement.

5.02 Copies. Customer agrees that while this Agreement is in effect, or while it has custody or possession of any property of RICCORP, it will not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the Software System or to copy or duplicate any documentation or information furnished by RICCORP and designated as "Proprietary" or "Confidential," except to the extent that copies may be required by reasonable back-up and operational procedures in the data processing industry; or (ii) permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information made available under this Agreement (whether oral, written, tangible or intangible). Customer may copy for its own use and at its own expense operator manuals, training materials and other terminal-user-oriented materials. Any copies made shall preserve unaltered any trademark, copyright, proprietary or confidentiality notices contained therein. Customer shall not permit any copy (in any medium) of all or any portion of the Software System to be transmitted to or located outside of the United States except with RICCORP'S prior written consent and compliance by Customer with any applicable export or import requirements.

5.03 Use Restrictions. All programs and any documentation and materials designated by RICCORP as "Proprietary" or "Confidential" and supplied to Customer under this Agreement shall be kept in a secure place, under access and use restrictions satisfactory to RICCORP, and not less strict than those applied to Customer's most valuable and sensitive programs.

5.04 Unauthorized Acts. Customer agrees to notify RICCORP immediately of the unauthorized possession, use or knowledge of any item supplied under this Agreement and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer further agrees to assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with RICCORP in any litigation against third parties deemed necessary by RICCORP to protect its proprietary rights. Customer's compliance with this Section shall not be construed in any way as a waiver of RICCORP's right to recover damages or obtain other relief against Customer for negligent or intentional harm to RICCORP's proprietary rights, or for breach of contractual rights.

5.05 Title. No transfer of ownership is intended by this Agreement. Title to the Software System and related materials furnished by RICCORP to Customer under this Agreement shall remain in RICCORP and Customer shall refrain from interfering therewith in any manner whatsoever. Customer shall keep each and every item to which

RICCORP retains title free and clear of all claims, liens and encumbrances except those of RICCORP and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

5.06 **RICCORP Proprietary Information.** Customer recognizes that the Software System and all programs, specifications, techniques, manuals, system documentation and other materials relating to the operations of the Software System which are disclosed or made available to Customer by RICCORP pursuant to this Agreement and which are designated by RICCORP as "Proprietary" or "Confidential" (collectively, "RICCORP Proprietary Material") are confidential, proprietary and trade secret and are protected by law.

5.07 **Non-Disclosure of RICCORP Proprietary Information.** Customer shall not disclose or make available RICCORP Proprietary Material to any third party (someone other than the Customer or an employee of Customer). Customer shall restrict access to the RICCORP Proprietary Material to only those employees requiring such access for successful operation of the Software System and agreeing to maintain the RICCORP Proprietary Material in confidence. RICCORP acknowledges that limited access to the Software System may occur as the result of repairs or corrections to Customer's hardware or operating system software, and in this event, Customer need not obtain RICCORP's consent for such limited access.

5.08 **Employees.** Customer shall cause each of Customer's employees who will gain access to the Software System and other RICCORP Proprietary Material, prior to gaining access, to be bound to not disclose or make available to any third party any such information and materials and to return to Customer all such materials in the employee's possession.

5.09 **Confidentiality of Customer Information.** RICCORP acknowledges and agrees that any and all written information received from Customer which is designated as "Proprietary" or "Confidential" and any oral information which is specified to be "Proprietary" or "Confidential" at the time of disclosure and which specification is confirmed by specific written notice to RICCORP is confidential and proprietary as to Customer. RICCORP shall not disclose or allow the disclosure of such information to any third party without Customer's prior written consent. RICCORP shall use reasonable efforts to preserve and to cause its officers, agents and employees to preserve the confidential and proprietary nature of such information. Nothing contained herein shall

in any way restrict or impair RICCORP's right to use, disclose or otherwise deal with any portion of such information which:

- (a) is or becomes generally available to the public through no act of RICCORP;
- (b) was in RICCORP's possession prior to the time it was acquired from Customer and which was not acquired, directly or indirectly, from Customer;
- (c) is independently made available as a matter of right to RICCORP by a third party; or
- (d) is independently developed for RICCORP by persons not having exposure to such information.

5.10 Return of Software System. Within one month following the termination of the non-exclusive license granted hereunder, Customer shall deliver to RICCORP all original programs, systems, flow charts, designs, documentation, contracts, proposals, training materials, source codes or any other items relating to the Software System or other RICCORP Proprietary Material and all copies thereof, in any form either printed or in computer media. Further, upon return of such materials, Customer shall furnish to RICCORP a written statement certifying that through Customer's best efforts, and to the best of Customer's knowledge, the original and all copies of the Software System materials received from RICCORP or developed (whether by RICCORP or some other person) in connection with the use of the Software System and any modifications or enhancements thereto and all copies thereof, have been returned to RICCORP. Promptly following the return of materials pursuant to this Section, RICCORP shall cause the erasure of the Software System or any other RICCORP Proprietary Material from the magnetic media owned by Customer and shall return such magnetic media to Customer.

VI. ENFORCEMENT

6.01 Remedies. If Customer attempts to use, copy, license or convey the items supplied by RICCORP hereunder, in a manner contrary to the terms of this Agreement or in competition with RICCORP or in derogation of RICCORP's proprietary rights, whether these rights are explicitly herein stated, determined by law or otherwise; RICCORP shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action, the Customer hereby acknowledging that other remedies are inadequate.

6.02 Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, with the exception of injunctive relief sought by RICCORP for any violation of the proprietary terms of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. RICCORP and Customer, before entering into arbitration, shall each appoint an arbitrator, and these two arbitrators shall select a third arbitrator to be a member of the panel. Should the two arbitrators not be able to agree on a choice of the third, then the American Arbitration Association shall make the appointment of a person who is neutral to the parties in controversy. None of the arbitrators shall be officers or employees of the parties to this Agreement. Such arbitrators shall be recognized experts in the computer software field. The written decision of the majority of the three arbitrators shall be binding on both RICCORP and Customer; if a majority decision is not obtained, the decision rendered shall be only advisory. The cost of arbitration including fees per arbitrator, shall be borne equally by the parties. The location of arbitration shall be the city of the arbitrators' choice. RICCORP and Customer agree to stay all judicial proceedings pending a decision by the arbitrators.

6.03 Limitation of Liability.

(a) Liability for Failure of the Software System. RICCORP's liability for the failure of the Software System to conform to the terms of the System Documentation is limited, except as provided below, to attempting to correct the failure to so conform during the period of thirty (30) days from the date of Certification. If, after RICCORP has been given reasonable and adequate opportunities to cure a failure to so conform, the Software System fails to conform in a material manner to the System Documentation without errors which would significantly affect performance in accordance therewith, and the failure to conform is occasioned by RICCORP's error and not operator error, faulty data or hardware failures, then, upon the continuance of that failure for a period of thirty (30) days after written notice of such failure to correct has been given to RICCORP by Customer, Customer may, and its exclusive remedy shall be to terminate the license granted pursuant to this Agreement and have returned to it, after demand and return of the materials described in Section 5.10, the license fee, as provided for in Section 4.01, theretofore paid to RICCORP.

(b) Other Liability. Except to the extent provided in Section 6.03(a) and in Section 5.01 with respect to patent and copyright indemnity, RICCORP

shall not be responsible or liable for any direct, indirect or any other damages, including, without limitation, consequential or incidental damages (whether or not RICCORP knew or had reason to know of the possibility thereof), arising out of Customer's use of the Software System, the marketing, delivery, installation or supporting thereof, or otherwise arising pursuant to this Agreement. In the event any of the foregoing limitations of liability in this Section 6.03(b) are voided or are not effective, Customer agrees that RICCORP's liability for damages, if any, shall not exceed the license fee, or portion thereof, theretofore paid by Customer to RICCORP pursuant to Section 4.01.

(c) Time to Sue. No action, regardless of form, arising out of any of the transactions pursuant to this Agreement may be brought by Customer more than one year after the cause of action accrued.

(d) Warranties. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VII. MISCELLANEOUS

7.01 Customer Responsibility. With respect to Customer's responsibilities to RICCORP, Customer shall provide adequate and reasonable materials, work space, telephone service, secretarial service, CPU time and access to its hardware as reasonably required (including during regular business hours) for testing, installation and certification purposes and in connection with any warranty work. Customer shall provide one dedicated telephone line and modem for support of the Software System. In addition, Customer shall provide assistance from persons familiar with Customer's data processing requirements and procedures and familiar with its hardware and other software, and shall take all other action reasonably required for RICCORP to accomplish the activities outlined in this Agreement.

7.02 Non-Solicitation of Employees. Customer and RICCORP each agree not to offer, promise, initiate an offer to or employ personnel of the other company from the date hereof until one year after Certification of the Software System. Violation of this provision shall result in the assessment against the hiring company of a fee equal to the

annual salary of the individual hired, to be paid to the other company as compensation for expenses incurred in replacing such individual.

7.03 **Transfer of License Rights.** Customer's rights to use the programs, documentation, manuals and other materials supplied by RICCORP hereunder, and all other rights pursuant to this Agreement, shall not be assigned, licensed or transferred to a successor, affiliate or any other person, firm, corporation or organization, voluntarily, by operation of law or in any other manner.

7.04 **Term.** The license granted pursuant to this Agreement is effective from the date on which it is accepted by RICCORP and shall continue for a term of fifty (50) years.

7.05 **Entire Agreement.** The terms of this Agreement and incorporated attachments represent the entire agreement between RICCORP and Customer with respect to the matters covered thereunder and may be modified only by additional written agreements executed by the parties to this Agreement.

7.06 **Delays.** RICCORP and Customer shall not be responsible for any delays caused by Acts of God or any other cause beyond RICCORP's or Customer's control.

7.07 **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and lawful assigns, provided that nothing herein is intended to affect or impair the restrictions set forth in Section 7.03.

7.08 **Confidential.** The terms and conditions of this Agreement are confidential.

7.09 **Survival.** The provisions of Sections 5.02 through 6.03, 7.02, 7.08 and 7.09 and all obligations of Customer to pay or reimburse RICCORP for any amounts arising under this Agreement shall survive any termination of either this Agreement or the license granted hereunder.

7.10 **Headings.** The headings used for the Sections of this Agreement are for information purposes and convenience only and shall not be deemed a part of this Agreement.

7.11. Governing Law. This Agreement shall be construed and the legal relations between the parties shall be determined in accordance with the laws of the State of Indiana, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

7.12 Notices. All notices, requests, demands or other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed to the address set forth below:

RICCORP: Resource Information and Control Corporation
6215 Constitution Drive
Ft. Wayne, Indiana 46804
Attention: President

CUSTOMER:

Either party may change the above by written notice to the other.

("Customer")

T. C. E. [Signature]
(Signature)

MERC Chair
(Title)

12-19, 1989

RESOURCE INFORMATION AND CONTROL CORPORATION

Richard [Signature]
(Signature)

PRESIDENT
(Title)

JAN 12, 1990

Attachments: Principal Definitions
Fees
System Documentation

(Exhibit A)
(Exhibit B)
(Exhibit C)

The implementation fee payable for phase 1 implementation parts A and B as detailed above is \$18,500. The implementation fee for phases 2 and 3 shall be negotiated between the Commission and Riccorp at the time those phases are implemented. For Phase 1 services in addition to those specified above, RIC Corp shall charge the Commission rate of \$3200.00 per person week (pro-rated for a portion of a week) plus expenses.

TOTAL FEE
PAYMENT SCHEDULE

The software license fee and the implementation fee ("Total Fee") shall be payable in the amounts and on the dates provided as follows (the amounts below may be prepaid any time without penalty):

	Approximate Dates	Amount
Phase 1, Software System is loaded on DEC computer	March 1990	\$48,938.34 (2/3)
Phase 1 progress meeting	June 1990	25,210.66 (1/3)
 TOTAL FEE		 \$74,149

Principal Definitions

I. SOFTWARE SYSTEM

The Software System is comprised of the following software modules, which are described in the manuals incorporated by reference in Exhibit C. A software license fee is shown for each module and in combination equal the Total License Fee for the phase 1 Software System.

Phase 1

Scheduling Administration	7,080
"The Book"	
Event equipment control	
Contracts	
Checklist	
Event Reporting	4,130
Book analysis	
Calendars	
Marketing/Sales Administration	5,000
Marketing analysis	
Sales tracking	
Event Administration	5,130
Accounting control for events	6,844
Other Software (including CWIC license)	13,000
Third Party Software:	
Word Perfect word processing	6,600
Spreadsheet	6,970
Desktop Publishing	895
Phase 1 Software Total	<hr/> \$55,649
Software Installation Fee	18,500
Phase 1 Total (Contract Total)	\$74,149

II. BASE HARDWARE CONFIGURATION

The Software System will be installed and operate on a DEC MicroVAX 3800 computer with a VMS operating system and a Fortran compiler. Hard disc will be a minimum of 400 mb in

Phase 1 with expansion to 800 mb in the next three years should the Commission implement phase 2. Should the Commission elect to implement Phases 3, the minimum hard disc will be 600 mb with expansion to 1.2 gb.

All cabling will be provided by Metro. Initially, 18 input stations will be connected to the DEC MicroVAX 3800 computer with expansion in Phase 3 to 74 input stations. One modem will be provided in Phase I for use by RIC Corp for software maintenance and support.

LICENSE FEE

The total license fee for the software system shall be a one time fee in the amount of Fifty-five Thousand Six Hundred Forty-nine (\$55,649) for Phase 1. (See Exhibit A for detail). Additional license fee shall be negotiated by the Commission and Riccorp upon implementation of phases 2 and 3, or when more than 24 devices are connected to the operating system.

IMPLEMENTATION FEE

The fixed implementation fee shall include the time and expenses of RIC Corp personnel in performing the services listed below for sixteen (16) person-weeks of time:

A. Installation Phase: Maximum of 1 person week to be spent on installation tasks. Work to be performed by RIC Corp personnel Rick Kriscka and Jerry Dillon. Tasks Include:

1. Installation of the application software;
2. Assistance in the development of system parameter files;

B. Training and Implementation Assistance: Minimum of 15 person weeks of time to be spent primarily by Jerry Dillon or Rick Kriscka. Work program to be specifically tailored to Oregon Convention Center implementation needs as directed by the Commission General Manager, and adjusted as necessary by the results of the progress meetings held every four weeks. Specific tasks include:

1. Training Customer's staff to use the System Software. Training to be primarily one to one, tailored to the individual pace of the staff assigned to training by the Commission. Training to be primarily performed by Jerry Dillon;
2. Train a System Administrator in the functions of that job;
3. Conduct progress meetings at no less than four week intervals to direct and monitor the training and implementation activities; prepare and distribute meeting minutes;
4. Monitor process of data entry;
5. Recommend procedural changes in work flow if appropriate;
6. Plan and design new system modules where specified in RFP;

SYSTEM DOCUMENTATION
for
License and Installation Agreement

between

RESOURCE INFORMATION AND CONTROL CORPORATIN ("RICCORP")

and

METROPOLITAN EXPOSITION-RECREATION COMMISSION

containing the following manuals which describe the software systems comprising the Software System:

1. Printed copy of Operator's Manuals
2. "Help screens" integrated into Software System
3. Printed copy of menus with security classification and cross-reference to other menus
4. Source code on magnetic media
5. System overview statement
6. Third Party Software: user manuals

and which are hereby incorporated by reference.

SOFTWARE MAINTENANCE

The Metropolitan Exposition-Recreation Commission shall be covered under the attached Riccorp software maintenance agreement for a period of 90 days after the complete installation of the software system at no additional cost. Thereafter for phase 1, the Commission may enter into the attached software agreement for an annual fee of \$7870.00.

LICENSE AND INSTALLATION AGREEMENT

Between

RESOURCE INFORMATION AND CONTROL CORPORATION ("RICCORP")

6215 Constitution Drive
Ft. Wayne, Indiana 46804

and

Metropolitan Exposition - Recreation
Commission _____ ("Customer")

_____ for the _____

_____ Oregon Convention Center _____

This Agreement made and entered into on this 19 day of December, 1989, contains the agreement of the parties concerning the license of certain computer software by RICCORP to Customer and the consulting services to be provided by RICCORP to Customer. Specifically, RICCORP and Customer have agreed as follows:

I. DEFINITIONS

1.01 Software System. The "Software System" is the software system described in the attached Exhibit A, as further described in the manuals noted in Exhibit C (all of which operator's manuals are incorporated by reference in Exhibit C together with record layouts and are referred to, collectively, as the "System Documentation").

1.02 Base Configuration. The "Base Configuration" is the hardware configuration and operating system described in Exhibit A.

II. DELIVERABLES

2.01 Software System. RICCORP shall deliver to Customer one copy of the Software System source code. The Software System source code shall be copied by

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2. Enhancements. Licensor shall promptly provide to Licensee, without additional charge, copies of the Software and Documentation revised to reflect any enhancements to the Software System made by Licensor during the Term of this Agreement, which copies shall be in source code form on machine-readable media. Such enhancements to the Software System shall be released by Licensor no less frequently than annually.

3. Support. During the Term hereof, Licensor shall provide to Licensee, without additional charge, all reasonably necessary telephone or written consultation requested by Licensee in connection with its use and operation of the Software System or any problems therewith. Telephone consultation shall be requested and provided only during Licensor's normal business hours and Licensee shall pay all long distance telephone charges in connection therewith.

4. Term. The initial term of this Agreement (the "Initial Term") shall commence upon the date hereof and shall continue for a period of one (1) year thereafter. This Agreement shall be automatically renewed for an unlimited number of additional one (1) year periods, unless and until either party shall have given the other written notice of its intention to terminate this Agreement to at least forty-five (45) days prior to the expiration of the then current term of this Agreement. Each annual renewal hereof shall be on the same terms, covenants and conditions herein set forth. When used herein, the word "Term" refers to the Initial Term and each one (1) year renewal thereof. Each such renewal is sometimes hereinafter referred to as a "Renewal Term."

5. Consideration. As consideration for all obligations on the part of Licensor to be performed hereunder, Licensee shall pay to Licensor at the address set forth below, an annual maintenance fee (the "Maintenance Fee") of seven thousand eight hundred seventy and no/100 Dollars (\$ 7,870.00) which Maintenance Fee shall be payable in four (4) quarterly installments of one thousand nine hundred sixty-seven and 50/100 Dollars (\$ 1,967.50) on the first day of each quarter during the Term hereof. Licensor shall have the right to increase the Maintenance Fee payable by Licensee during any Renewal Term to an amount that in no event shall exceed by more than fifteen percent (15%) the amount of the Maintenance Fee payable by Licensee during the immediately preceding Renewal Term or Initial Term, as applicable, for the same Software modules; provided, that Licensor gives Licensee written notice of any such increase at least sixty (60) days prior to the commencement of such Renewal Term.

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6. Limitation of Liability. Licensor agrees to perform the services set forth in this Agreement in a skillful and professional manner. If Licensor fails to provide assistance in a skillful and professional manner, then upon the continuance of that failure for a period of thirty (30) days after written notice of such failure has been given to Licensor by Licensee, Licensee may, and its exclusive remedy shall be to, terminate this Agreement and have returned to it, after demand, the prorated consideration representing Licensee's payment for the days remaining in the then-current Term computed from the date of Licensor's receipt of the termination notice. Licensee acknowledges and agrees that Licensor, in performing its services, will be relying upon information furnished by Licensee. Licensor assumes no responsibility for identifying or interpreting changes in the requirements imposed upon Licensee by law or other authorities (including bureaus), or for the timeliness or accuracy of Licensee's compliance with those requirements.

IN NO EVENT SHALL LICENSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OTHER THAN THE RETURN OF THE PRORATED CONSIDERATION, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR INCIDENTAL DAMAGES (REGARDLESS OF WHETHER LICENSOR KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY THEREOF) OR ANY FINES OR PENALTIES ASSESSED AGAINST LICENSEE FOR ANY REASON.

THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. License of System Enhancements and Improvements. All enhancements and improvements to the Software System and any copy of the then-current version of the Software System furnished to Licensee hereunder shall be deemed to be licensed to Licensee pursuant to the provisions of the License Agreement, as of the date of the License Agreement, and Licensee agrees to be bound thereby with respect to its provisions, including but not limited to the provisions concerning term, title, assignment, use, copying and proprietary protection.

8. Proprietary Protection. All programs, specifications, techniques and documentation which are disclosed or made available to Licensee by Licensor pursuant to the License Agreement or this Agreement including those relating to the operations of the Software System are confidential, proprietary and trade secret. Licensee shall not disclose or make available to any third party, without the prior written consent of

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Licensor, said programs, specifications, techniques and documentation. Licensee shall restrict access to said Software System programs, specifications, techniques and documentation to only those of its employees requiring such access for successful operation of the Software System and agreeing to maintain said Software System programs, specifications, techniques and documentation in confidence.

9. Modification. The terms of this Agreement may be modified by Licensor upon sixty (60) days written notice given to Licensee, except that no modification shall take effect prior to the expiration of the Initial Term. Licensee may terminate this Agreement by written notice given to Licensor within sixty (60) days after the date of Licensor's notice to Licensee of the modification, and Licensee shall thereafter be entitled to a refund of a pro-rata portion of the annual fee paid, based on the number of days remaining in the then-current term. Notice shall be deemed given when mailed by first class mail to the addresses set forth below. Either party may change its mailing address upon thirty (30) days' written notice of the new mailing address to the other party. This Section shall not apply to modifications to consideration, which shall be governed by Section 5 hereof.

10. Certain Taxes. In addition to the consideration provided herein, Licensee agrees to pay amounts equal to any taxes resulting from this Agreement, or from any activities hereunder, but Licensee shall not be obligated to pay any taxes based on Licensor's net income or tangible personal property.

11. Incidental Expenses. Licensee shall pay for all "media" (tape, disk or diskette) used in delivery of the then-current version of the Software System components and for all shipping and insurance charges in connection with such delivery. In addition, Licensee shall reimburse Licensor for any telephone toll charges incurred by Licensor in connection with services provided under this Agreement and shall pay a reasonable copying charge for all hard copies provided to Licensee pursuant to this Agreement.

12. Failure to Make Payments. If Licensee fails to make any payments within ten (10) days after an amount is due pursuant to this Agreement, then the amount, without the necessity of notice or action by Licensor, shall become due and payable together with interest thereon from the date of non-payment at 18% per annum (or the highest rate permitted by law if less than 18%) and with reasonable attorneys' fees and other costs of collection and

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without relief from valuation and appraisal laws. If Licensee fails to pay any amount when due hereunder, Licensor may, upon giving written notice of such failure and the continuance of such failure for sixty (60) days after such notice, terminate the license granted hereunder to Licensee without prejudice to Licensor's right to collect the amounts past due and owing.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.

14. Further Assurances. Each party hereby agrees to take such further action as shall be reasonably requested by the other party in order to effectuate the provisions of this Agreement.

15. Miscellaneous.

(a) The terms and conditions of this Agreement are confidential.

(b) Any amendment to this Agreement shall not be binding on the parties to this Agreement unless such amendment is in writing and such amendment is executed by both the parties to this Agreement.

(c) The terms of this Agreement represent the entire agreement between Licensor and Licensee with respect to the matters covered hereunder and may be modified only as provided in Section 9 or by additional written agreements signed by both parties.

(d) Licensor shall not be responsible for any delays caused by acts of God or any other cause beyond Licensor's control.

(e) The headings used for the sections of this Agreement are for information purposes and used for convenience only and shall not be deemed a part of this Agreement.

(f) The provisions of Sections 6, 7, 8, 12 and 15, and all obligations of Licensee to pay or reimburse Licensor for any amounts arising under this Agreement, shall survive any termination of this Agreement.

(g) This Agreement shall automatically terminate upon any termination of the License Agreement or the licenses granted thereunder.

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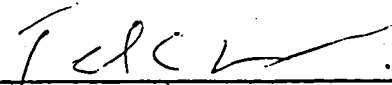
(h) If any provision of this Agreement is found to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect.


(i) This Agreement shall be submitted to Licensor's home office in Indianapolis, Indiana, for acceptance, and shall commence on the Effective Date. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

Metropolitan Exposition-Recreation
Commission ("licensee")
2000 SW First Avenue
Portland, Oregon 97201 ("Licensee")

RESOURCE INFORMATION AND CONTROL
CORPORATION ("Licensor")
6215 Constitution Drive
Fort Wayne, Indiana 46804


(Signature)


(Signature)

MERR Chair
(Title)

PRESIDENT
(Title)

12-19, 1989

JAN 12, 1989