

EXHIBIT E2

(will become an exhibit to the City's Standard contract if SaaS solution is purchased)

Substitute Paragraph #6

Paragraph #6 shall be replaced in its entirety with the following:

6. Ownership of Work Product. In performance of the CONSULTANTS's obligations under this Agreement, the CITY or the SELLER may receive access to intellectual property (including, but not limited to, know-how and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, royalty-free license as to the deliverables identified in the Scope of Work. The license made available to the CITY is offered under a Software as a Service (SaaS) subscription model based on an annual renewal term. The CITY shall have the right to make, use, disclose, configure, display, and perform publicly such work for its own internal, non-commercial uses.

Except for custom work products, if any, CITY acknowledges that all copies of the Licensed Technology (in any form) provided by CONSULTANT are the sole property of CONSULTANT. The CITY shall not have any right, title or interest to any such Licensed Technology or copies thereof except as expressly provided in this Agreement, and shall take reasonable steps to secure and protect all Licensed Technology consistent with maintenance of CONSULTANT'S proprietary rights therein.

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.56 RCW or other applicable law. The information contains data that is copyrighted; all rights reserved and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.