

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 18, 2006

NOTICE
 OF
 CONTRACT NO. 071B6200222
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Windsor Solutions, Inc. 4000 KRUSE WAY PLACE BUILDING 2 STE 160 LAKE OSWEGO, OR 97035	TELEPHONE 503-675-7833 <u>Guy Outred</u>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-3993 Dale N. Reif
Contract Compliance Inspector: Patty Bogard License Agreement – DIT/DEQ	
CONTRACT PERIOD: From: February 1, 2006 To: September 30, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

Estimated Contract Value: \$200,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 31, 2006

CONTRACT NO. 071B6200222
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Windsor Solutions, Inc. 4000 KRUSE WAY PLACE BUILDING 2 STE 160 LAKE OSWEGO, OR 97035	TELEPHONE 503-675-7833 <u>Guy Outred</u>
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TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are contained in the attached License Agreement.	
Est. Contract Value: \$200,000.00	

THIS IS NOT AN ORDER: This Agreement is awarded on the basis of an inquiry from other states having an interest in the database application developed for the State of Michigan.

FOR THE VENDOR:

FOR THE STATE:

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

 Signature
Greg Faremouth

 Name
Director

 Title

 Date



Michigan Beachguard License Agreement

This license agreement (“Agreement”) is between the State of Michigan (the “State”), acting by and through the State Administrative Board for the Michigan Department of Environmental Quality (“MDEQ”) and the Department of Information Technology (DIT), and Windsor Solutions, Inc. (“Developer”), a corporation and software developer, for the licensing of a software system known as Beachguard to the Developer.

RECITALS:

Developer wishes to obtain a license to the Software for the purpose of licensing the Software, together with certain modifications to be formulated by Developer, to its customers (“Affiliates”).

Subject to the terms and conditions of the Agreement, the State is willing to grant to Developer a limited license to the Software.

This Agreement shall apply only with respect to Developer’s provision of licensed software products to Affiliates.

THEREFORE, the parties, in consideration of the terms and conditions set forth in this Agreement, the sufficiency of which is acknowledged, agree as follows:

SECTION 1: DEFINITIONS

- 1.1. “Agreement” refers specifically to this document and any attachments or exhibits and corresponding license agreements.
- 1.2. “Affiliate” refers to any entity receiving a license from the Developer.
- 1.3. Reserved.
- 1.4. Reserved.
- 1.5. “Covered Code” means the Original Code and/or any Derivative Works of the Software.
- 1.6. “Derivative Work” means a work that is based on one or more preexisting works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work includes any compilation that incorporates such preexisting work.
- 1.7. “Documentation” refers to all textual material relating to the operation of the Covered Code, including flow charts, operating instructions and related technical information, plus all maintenance modifications which generally relate to the software. Documentation shall also include customary end-user materials, such as user manuals.
- 1.8. Reserved.
- 1.9. Reserved.



- 1.10. "MDEQ" refers to the Michigan Department of Environmental Quality.
- 1.11. "MDIT" refers to the Michigan Department of Information Technology.
- 1.12. "Original Code" means Source Code of computer software code which is described in the list of Covered Code developed by MDEQ and the Developer as described in **Exhibit B**.
- 1.13. "Software" refers to the computer program system known as Beachguard, including Covered Code and Documentation.
- 1.14. "Software Licensing Fee" means the payment schedule identified in Section 4 of this Agreement.
- 1.15. "State" means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
- 1.16. "Gross Revenue" means the Software Licensing Fee received by Developer from the sale of the Software to any Affiliate or otherwise obtained as a result of this Agreement before deduction of any expenses, taxes, charge-backs, or reimbursements.

SECTION 2: AGREEMENT

2.1. License.

The State hereby grants to Developer an exclusive, transferable license to the Software for the purpose of developing and commercializing the Software (or portions thereof) including within such license the rights:

- (a) to use the Software to prepare or create Derivative Works;
- (b) to secure and protect the Software in a manner consistent with maintaining the State's exclusive and proprietary rights to the Software (except any litigation needs to coordinated with the Michigan Department of Attorney General) by taking appropriate action, including instructing Developer's personnel who are permitted access to the Software regarding Developer's obligations under this Agreement; and
- (c) to license the Software (or portions thereof) to Affiliates based on commercially reasonable terms.

2.2. Reserved.

2.3. Reserved.

SECTION 3: LICENSE OBLIGATIONS

3.1. License.

Developer may license Software to Affiliates subject to the limitations of this Agreement.

3.2. Description of Derivative Works.



Developer shall cause all Software to which the Developer contributes to contain a file documenting the changes Developer made to create that Software and the date of any change.

3.3. Intellectual Property Matters

(a) Third Party Claims.

If Developer has knowledge that a party claims an intellectual property right in particular functionality, code (or its utilization under the License) or Documentation, Developer shall include with Software distributions a text file entitled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact.

(b) Contributor APIs.

If Developer's Derivative Work is an application programming interface (API) and Developer owns or controls patents which are reasonably necessary to implement that API, the Developer must also include this information in the LEGAL file.

3.4. Required Notices.

Developer shall duplicate the notice in **Exhibit A** and place it in each file of the Software, and shall reference this Agreement in any documentation for the Covered Code.

3.5. Larger Works.

Developer may create a Derivative Work by combining Covered Code with other code not governed by the terms of this Agreement and license the Derivative Work as a single product. In such case, Developer shall ensure that the provisions of this Agreement applicable to the Covered Code are fully complied with, even though the other code in the Derivative Work is not considered Covered Code.

SECTION 4: PAYMENTS

4.1. Royalties

Developer shall pay to the State royalties equal to one hundred percent (100%) of Gross Revenues for each license or other use of the Covered Code. Software Licensing Fees will be at least the minimum amounts for the Covered Code as described in the following table:

<u>Software Component</u>	<u>Minimum Royalty Fee</u>
Base System:	\$ 20,000
Module #1 if applicable	N/A
Module #2 if applicable	N/A

Developer will pay the above royalties as a minimum, regardless of the pricing of the Software or the Gross Revenues. If the Software is sold for a higher price that would result in royalties greater than the Software Licensing Fee described above, then the amount over the above Software Licensing Fee will be paid fifty percent (50%) to the State and fifty percent (50%) to the Developer in addition to payment of the base Software Licensing Fee.

Royalties due to the State shall only apply to the revenue generated by the licensing of Covered Code as outlined in this agreement. Any additional revenue generated by the Developer as the result of



enhancements, customization or other Derivative Works will not require additional payments to the State.

At the option of the State, royalties may be paid to the State in the form of either cash payments or exchange of consulting services of equal value.

As the State develops Derivative Works, the State may include these as additional items in the above list for licensing to the Developer under this Agreement. The State shall specify the minimum royalty fee when making additions to the list.

4.2. Reserved.

4.3. Payment and Reporting Schedule.

Royalty payments shall be made within ninety (90) calendar days following the end of September, December, March, and June for any prior quarter in which Gross Revenues were received. Developer shall also include statements of said Gross Revenues and royalties due with each payment and provide a statement of the entire year's Gross Revenues and royalties due with the September quarter statement. Payments should be deducted from the State of Michigan invoices from Developer and itemized in invoices sent to the address listed in this Agreement.

If royalty payments exceed invoiced amounts in any given quarter, then the Developer will issue a check, payable to the State of Michigan, and send it to the address listed in Section 9.

4.4 Auditing

(a) Examination of Records. Developer agrees that the State, including its duly authorized representatives, until the expiration of three (3) years after final payment of all amounts due under this Agreement and all pending matters are closed (collectively, the "Audit Period"), shall have access to and the right to examine and copy any of Developer's books, records, documents and papers pertinent to establishing Developer's compliance with the terms and conditions of this Agreement and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of this Agreement for the purpose of conducting an audit, examination, excerpt and/or transcription. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Developer, or any Subcontractor of Developer performing services in connection with this Agreement to the extent relevant to this Agreement.

(b) Retention of Records. Developer shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to this Agreement and to the license, software, and commodities provided under this Agreement) pertaining to the Agreement in accordance with generally accepted accounting principles and other procedures specified by the State. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Developer's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

4.5 Errors

(a) If the audit demonstrates any errors in the statements provided to the State pursuant to Section 4.3, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly



statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on.

(b) If the difference between the payment received and the correct payment amount is from zero to five percent (0-5%), then the State shall pay the full cost of the audit. If the difference is between five and ten percent (5-10%), then the reasonable cost of the audit shall be split between the State and the Developer. If the difference is greater than ten (10%), then the Developer shall pay all of the reasonable costs of the audit.

SECTION 5: PROPRIETARY RIGHTS

Developer acknowledges and agrees that title to and ownership of all copies of the Covered Code and Documentation originating from the State or developed through funding provided by the State, including all copyrights, trademarks, patents or other intellectual property rights thereto, whether in machine-readable or printed form, and all rights therein are and shall remain the exclusive property of the State. Provided, Derivative Works performed and paid for by Affiliate will be owned and title retained by the Developer and/or Affiliate responsible for creation unless otherwise specified.

SECTION 6: WARRANTY

The State does not warrant that the functions contained in the Software will meet the requirements of Developer or any Affiliates or that the operation of the Software will be uninterrupted or error free. Developer and any Affiliates acknowledge that the Software is of such complexity that it may have inherent defects. Developer and any Affiliates bear the entire risk regarding the quality and performance of the Software.

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE STATE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE COVERED CODE AND ANY RELATED DOCUMENTATION.

The State does not warrant that the Software does not infringe any patents, copyrights or proprietary rights of a third party. If the Software becomes the subject of a claim of infringement of a copyright, patent or other proprietary right, the State may, at its sole discretion (1) obtain the right for the Developer or Affiliates to continue using the Software, (2) replace or modify the Software to make it non-infringing or (3) withdraw the Software from the market with no further liability to the Developer or any Affiliate. The State shall not have any liability whatsoever for any claim of copyright or patent infringement or other proprietary right violations when such claims are based on Developer's or Affiliate's use of a Derivative Work of the Software.

The Developer will include this warranty statement in its license agreements with Affiliates.

SECTION 7: LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1. Limitation of Liability.

The State's liability to the Developer for any damages, including any lost profits, lost savings or other direct, indirect, incidental, consequential or special damages arising out of this agreement or the use of or inability to use the Software shall be limited to the royalties paid by that specific Affiliate or



Developer to the State, on the sale to the particular Affiliate or Developer attempting to hold the State liable. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE STATE BE LIABLE TO DEVELOPER OR ANY OTHER PERSON OR AFFILIATE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. Indemnification.

(a) General Indemnification

To the extent permitted by law, the Developer shall indemnify, defend and hold harmless the State from liability of any kind, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Developer in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Developer or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided that the Developer is notified in writing within thirty (30) days from the time that the State has knowledge of such claims. The Developer shall not be liable to the State for consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.

(b) Reserved.

(c) Employee Benefit Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Developer or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Developer or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Developer shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Developer or its subcontractors or a Derivative Work, or the operation of such equipment, software, commodity or service or the Derivative Work, or the use or reproduction of any documentation provided with such equipment, software, commodity Derivative Work or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, Derivative Work or service supplied by the Developer, or its operation, become or in the State's or Developer's opinion be likely to become the subject of a claim of infringement, the Developer shall at the Developer's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is



not reasonably available to the Developer, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Developer, (iii) accept its return by the State with appropriate credits to the State against the Developer's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Developer shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Developer, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Developer under this Agreement.

7.3 Continuation of Indemnification Obligations

The Developer's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

7.4 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Agreement.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Developer of such claim in writing and take or assist Developer in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Developer. No failure to so notify Developer shall relieve Developer of its indemnification obligations except to the extent that Developer can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Developer shall notify the State in writing whether Developer agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Developer of a claim and prior to the State receiving Developer's Notice of Election, the State shall be entitled to defend against the claim, at Developer's expense, and Developer will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Developer delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Developer shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Developer's financial ability to carry out its defense and indemnity obligations under this Agreement; (iii) Developer shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Developer given within ten (10) days after the State's receipt of Developer's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Developer has failed to demonstrate to the reasonable satisfaction of the State Developer's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the



event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Developer does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Developer. If it is determined that the claim was one against which Developer was required to indemnify the State, upon request of the State, Developer shall promptly reimburse the State for all such reasonable costs and expenses.

SECTION 8: TERMINATION

8.1. Agreement Duration.

The right to license the Software to new Affiliates as set forth in this Agreement will end five (5) years from the Effective Date. However, either party may terminate this Agreement upon thirty (30) days written notice.

Any licenses which were granted before termination and were paid for in full, shall survive termination, unless this Agreement expressly states otherwise. For those licenses that survive termination, all of the applicable provisions of this Agreement will continue to apply.

8.2. Additional Grounds for Termination.

(a) This Agreement may be terminated by the State without further liability to the State in the event Developer fails to remedy a breach of this Agreement within thirty (30) days after written notice of such breach or by mutual agreement of the parties.

(b) The State may immediately cancel this Agreement without further liability to the State upon a Court Order or by Direction of the Federal Government. In the event of a court order halting or suspending activities under the Agreement or, in the case of a Agreement involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the Agreement, the State shall promptly notify the Developer in writing of the entry or receipt of such order and shall direct the Developer to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the Agreement under this sub-paragraph, the Developer shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(c) The State may immediately cancel the Agreement without further liability to the State if the Developer, an officer of the Developer, or an owner of a 25% or greater share of the Developer is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Developer's business integrity.



(d) The State may immediately cancel the Agreement without further liability in whole or in part by giving notice of termination to the Developer if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 7-1.

(e) In the performance of this Agreement, the Developer agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Developer further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

(f) Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. The United States Labor Relations Board compiles this information. The Developer, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void this Agreement if the name of the Developer as an employer, or the name of the subcontractor, manufacturer, or supplier of the Developer appears in the register.

(g) The State may immediately terminate this Agreement if Developer shall have receivership, insolvency, dissolution, liquidation, or similar proceedings (including without limitation the calling of a meeting of creditors of Developer) instituted against it or a substantial part of its assets, and such proceedings shall not be dismissed within sixty (60) days.

(h) The State may immediately terminate this Agreement in the event of a merger or sale of all or substantially all of the assets of Developer to a third party without the consent of the State. However, Developer shall notify the State in advance of any such pending merger or sale and the State shall have thirty (30) days to consent or refuse to consent. Consent shall not be unreasonably withheld. However, any person or entity who merges with or acquires all or substantially all of the assets of Developer must agree to abide by and comply with all of the terms and conditions of this Agreement. It is mutually agreed that if said successor fails to comply with the terms and/or conditions of this Agreement, the State may consider said successor to be in breach of this Agreement.

(i) The State may, by written notice to the Developer, immediately terminate this Agreement if the State determines that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Developer to any officer or employee of the State with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided, that the existence of the facts upon which a duly authorized representative makes such findings shall be an issue that may be reviewed in any competent court.



8.3. After Termination.

Immediately upon termination or expiration hereof, all licenses granted to Developer hereunder shall terminate, except as provided in Section 8.1. Developer shall deliver to the State or destroy all copies of the Software in its possession or control. Developer shall certify to the State in writing that no copies of the Software in any form remain in Developer's possession or under its control. Any licenses granted to Affiliates with respect to the Software shall survive any termination of this Agreement, subject to the provisions of this Agreement, which by their nature are intended to survive termination. In such case, (a) the State may (at its sole discretion) automatically and without further action by Developer succeed to and assume the Developer's rights under the license; and (b) Developer will remain liable to Affiliates, and shall indemnify and hold the State harmless from and against all loss, claims and expense in any way resulting from warranties, undertakings or promises given with respect to the Software other than the warranties, undertakings and promises made by the State herein.

SECTION 9: NOTICE

Any notice required or permitted to be given hereunder shall be deemed given if sent by ordinary mail, facsimile transmission or confirmed e-mail transmission as follows:

If to Developer:

Guy Outred
President, Windsor Solutions, Inc.
4000 Kruse Way Place
Building 2, Suite 285
Lake Oswego, OR 97035
503-675-7833
fax: 503-675-7804
Email: guy_outred@windsorsolutions.com,

If to the State:

Dale N. Reif, Buyer
Michigan Department of Management and Budget
Acquisition Services
530 W. Allegan St., Mason Bldg-2nd fl
Lansing MI 48933
517 241-1646
Email; reifd@michigan.gov

With copy to:

Michigan Department of Environmental Quality
Richard Powers
Water Division
PO Box 30273
Lansing, Michigan 40909-7773
Email: powersra@michigan.gov



And

Patty Bogard, Department Specialist
Michigan Department of Information Technology
Bureau of Strategic Policy - Contract Office
525 W. Allegan St, Constitution Hall – Atrium South
Email: bogardp@michigan.gov

The notice shall be deemed effective as of 12:00 noon EST on the third business day following the date of mailing, if transmitted by mail. The notice shall be deemed effective on the first business day following the date of sending, if by facsimile transmission or by electronic mail. Business day is defined as any day other than Saturday, Sunday, legal holiday, or day preceding a legal holiday.

SECTION 10: VERSIONS OF THE LICENSE

10.1. New Versions.

The State may publish revised and/or new versions of the Software from time to time. Each version will be given a distinguishing version number.

10.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the Software, Developer may continue to use it under the terms of that version. Developer may also choose to use such Covered Code of any subsequent version of the Software published by the State under the terms of this Agreement.

SECTION 11: INDEPENDENT CAPACITY OF DEVELOPER

The relationship between the State and Developer is that of independent contractor. No agent, employee, or servant of Developer or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Developer will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Agreement.

SECTION 12: ASSIGNABILITY

This Agreement is not assignable by the Developer either in whole or in part, without the prior written consent of the State. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Agreement or the State's ability to recover damages. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties' heirs, successors, legal representatives, or assigns. The State may assign this Agreement to a successor in interest of MDEQ if responsibility for the programs involved is transferred to another agency of the State of Michigan.



SECTION 13: RESERVED

SECTION 14: CONFIDENTIALITY

14.1. Confidentiality

While the existence of this Agreement is not confidential, the actual terms and conditions of this Agreement shall be kept confidential and not be disclosed to any third party without the written consent of the Developer and the State, except where disclosure is required pursuant to court order or by law.

14.2. Confidential Information.

Developer and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Developer shall mean all non-public proprietary information of Developer (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Developer by the State pursuant to its performance under this Agreement, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" includes, but is not limited to, the Covered Code. In the case of information of either Developer or the State "Confidential Information" shall exclude any information (including this Agreement) that is publicly available pursuant to the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et. seq.*

14.3. Degree of Care.

The State and Developer will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Developer nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Agreement.

14.4. Public Information.

Notwithstanding the foregoing, the provisions of Section 14 will not apply to any particular information which the State or Developer can demonstrate (i) was, at the time of disclosure of it, in the public domain; (ii) after disclosure of it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure of it without an obligation of confidentiality; (iv) was received after disclosure of it from a third party who had a lawful right to disclose such information without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party.

Further, the provisions of Section 14 will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.



14.5. No Disclosure Obligation.

Nothing contained in this Section 14 shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

14.6. Irreparable Harm

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under Section 14, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach) unless such injunction would create an unreasonable risk for the safety and security of the public and/or State employees.

14.7. Survival.

The parties' respective obligations under this Section 14 shall survive the termination or expiration of this Agreement for any reason.

SECTION 15: INSURANCE

15.1. Insurance.

The Developer is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Developer's performance of services under the terms of this Agreement, whether such services are performed by the Developer, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Developer waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Developer is required to maintain pursuant to this Agreement.

All insurance coverages provided relative to this Agreement are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Agreement or required by law, whichever is greater.

The insurers selected by Developer shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Agreement shall be issued by companies that have been approved to do business in the State.

See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Developer's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Agreement is signed by both parties or before the purchase order is issued by the State, the Developer must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or



equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Agreement or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Agreement's termination.

The Developer is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- \$500,000 Fire Damage Limit (any one fire)

The Developer must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Developer also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Agreement, the Developer must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Developer's business for bodily injury and property damage as required by law.

The Developer must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Developer also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Developer's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Developer must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Developer also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

**B. Subcontractors**

Except where the State has approved in writing a Developer subcontract with other insurance provisions, Developer shall require all of its Subcontractors under this Agreement to purchase and maintain the insurance coverage as described in this Section for the Developer in connection with the performance of work by those Subcontractors. Alternatively, Developer may include any Subcontractors under Developer's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Developer's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Developer shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Agreement is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Developer shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Developer as set forth in Indemnification Section of this Agreement, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Developer shall maintain all required insurance coverage throughout the term of the Agreement and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Agreement. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Developer under this Agreement to any indemnified party or other persons. Developer shall be responsible for all deductibles with regard to such insurance. If Developer fails to pay any premium for required insurance as specified in this Agreement, or if any insurer cancels or significantly reduces any required insurance as specified in this Agreement without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Developer at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Developer, or Developer shall pay the entire cost (or any part thereof) upon demand by the State.

SECTION 16: GENERAL

16.1. Waiver. Neither party's waiver of a breach or delay or omission to exercise any right or remedy shall be construed as a waiver of any subsequent breach or as a waiver of such right or remedy.

16.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Michigan, U.S.A., without reference to any conflicts of law provisions. Developer irrevocably consents with respect to any claims it has against the State, arising out of or in connection with this Agreement, to the exclusive jurisdiction of the Michigan Court of Claims or the Ingham County Circuit Court, in whichever court jurisdiction may be proper, and, with respect to any action by the State against Developer, to the exclusive jurisdiction of the applicable State of Michigan District or Circuit Court. With respect to any claim between the parties, Developer consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Developer agrees to appoint agents in the State of Michigan to receive service of process.



16.3. Compliance with Laws. The Developer and Affiliates and subcontractors, shall take notice of and adhere to any and all applicable state and federal statutes, and local ordinances, and legal requirements. The Developer assumes sole liability for any non-compliance with these regulations and legal requirements.

16.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all preliminary communications, whether oral or written, between the parties relating to the subject matter of this Agreement.

16.5. License Copies. The Developer agrees to provide a record of sale for every license to Affiliates concerning the Software to the State within thirty (30) business days of signing the license.

16.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the State and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

16.7 Effective Date. This Agreement is effective upon receipt of the last approval necessary and the affixing of the last signature required.

16.8 Amendments. This Agreement may not be modified, amended, extended, or augmented, except by a writing executed by the parties in the same manner as this Agreement was originally approved, and any breach or default by a party shall not be waived or released other than in a writing signed by the other party.

16.9. Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive termination shall so survive termination of this Agreement. All references to survival of various provisions set forth specifically are for illustration purposes only and are not to be interpreted to limit the survivability of any provisions not having such specific designations.

16.10 Severability. Each provision of this Agreement shall be deemed to be severable from all other provisions of this Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

The undersigned acknowledge that he/she has read, understood and agrees to the terms and conditions contained in this Agreement. The undersigned represents to have all necessary consents, approvals and full legal right and authority to execute this Agreement.



STATE OF MICHIGAN

By: _____
Steven Chester, Director

Michigan Department
Of Environmental Quality

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Steven Chester, Director of the Michigan Department of Environmental Quality on behalf of the State of Michigan.

Notary Public, _____ County, Michigan
My Commission Expires:



The Michigan State Administrative Board approved this Agreement on February 21, 2006.

State Administrative Board:

Governor Jennifer M. Granholm
Chairperson
State Administrative Board

Sherri Bond
Secretary
State Administrative Board

State of Michigan, County of Ingham.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2005, by Governor Jennifer M. Granholm and Sherri Bond, Chairperson and Secretary, respectively, of the State Administrative Board on behalf of the State of Michigan.

_____,
Notary Public in the County of _____,
Acting in the County of Ingham, State of Michigan.

My commission expires: _____.



Exhibit A

/*****

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*****/



Exhibit B

Example Source Code Files

ASP.NET User Interface Project (Root Directory)

```
..\Michigan.Beach.UI\AssemblyInfo.cs
..\Michigan.Beach.UI\default.aspx
..\Michigan.Beach.UI\default.aspx.cs
..\Michigan.Beach.UI\default.aspx.resx
..\Michigan.Beach.UI\Global.asax
..\Michigan.Beach.UI\Global.asax.cs
..\Michigan.Beach.UI\Global.asax.resx
..\Michigan.Beach.UI\global.css
..\Michigan.Beach.UI\Michigan.Beach.UI.csproj
..\Michigan.Beach.UI\Michigan.Beach.UI.csproj.vspssc
..\Michigan.Beach.UI\Michigan.Beach.UI.csproj.webinfo
..\Michigan.Beach.UI\Web.config
```

ASP.NET User Interface Project (Public Users)

```
..\Michigan.Beach.UI\Public\adv_search.aspx
..\Michigan.Beach.UI\Public\adv_search.aspx.cs
..\Michigan.Beach.UI\Public\adv_search.aspx.resx
..\Michigan.Beach.UI\Public\calendar.html
..\Michigan.Beach.UI\Public\calendar.js
..\Michigan.Beach.UI\Public\default.aspx
..\Michigan.Beach.UI\Public\default.aspx.cs
..\Michigan.Beach.UI\Public\default.aspx.resx
..\Michigan.Beach.UI\Public\desc_count.aspx
..\Michigan.Beach.UI\Public\desc_count.aspx.cs
..\Michigan.Beach.UI\Public\desc_count.aspx.resx
..\Michigan.Beach.UI\Public\desc_health_dept.aspx
..\Michigan.Beach.UI\Public\desc_health_dept.aspx.cs
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..\Michigan.Beach.UI\Public\desc_value_type.aspx
..\Michigan.Beach.UI\Public\desc_value_type.aspx.cs
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..\Michigan.Beach.UI\Public\help.aspx
..\Michigan.Beach.UI\Public\help.aspx.cs
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..\Michigan.Beach.UI\Public\links.aspx
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..\Michigan.Beach.UI\Public\login_attempt_fail.aspx.cs
..\Michigan.Beach.UI\Public\login_attempt_fail.aspx.resx
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```



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ASP.NET User Interface Project (Registered Users)

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ASP.NET User Interface Project (User Controls)

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 ..\Michigan.Beach.UI\UserControls\side_menu.ascx.resx
 ..\Michigan.Beach.UI\UserControls\side_menu_login.ascx
 ..\Michigan.Beach.UI\UserControls\side_menu_login.ascx.cs
 ..\Michigan.Beach.UI\UserControls\side_menu_login.ascx.resx

ASP.NET User Interface Project (Images)

..\Michigan.Beach.UI\Images>alert.gif
 ..\Michigan.Beach.UI\Images\beach_banner.gif
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ASP.NET Data Project

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 ..\Michigan.Beach.Logic\MonitoringData.cs
 ..\Michigan.Beach.Logic\SQLHelper.cs
 ..\Michigan.Beach.Logic\UserData.cs

SQL Server Objects

Tables

Table Name	Usage
tbl_beach_role	Lookup table of different user roles
tbl_beach_site_point	Monitoring points for each beach
tbl_lookup_county	List of counties
tbl_beach_site_warning	Advisories and closures for all beaches
tbl_beach_login_entity	Relates a user to one or more organizations and vice versa
tbl_beach_monitoring	List of the monitoring activities at each location for a given year
tbl_beach_entity	Organizations (such as health departments)
tbl_beach_hyperlinks	List of links included on the links page
tbl_beach_login_log	Archive of all login attempts
tbl_beach_login_request	Stores requests made for a new login
tbl_beach_messages	list of customizable messages which appear on various pages within the web site, such as the welcome message for public and registered users
tbl_beach_site	Beaches and other monitoring locations
tbl_beach_site_results	Main table for storing sampling test results



tbl_beach_entity_site	Relates an organization to one or more sites and vice versa
tbl_beach_entity_county	Relates an organization to one or more counties and vice versa.
tbl_beach_login	User account list
tbl_beach_lookup_master	Main list of choices which appear in drop-down boxes on the web site
tbl_beach_login_role	Stores which roles each user belongs to

Stored Procedures

Object Name	Description
d_DeleteMonitoring	Deletes a record from tbl_beach_monitoring
d_DeleteResult	Deletes a record from tbl_beach_site_results
d_DeleteWarning	Deletes a record from tbl_beach_site_warning
i_AddTestResult	Inserts a record into tbl_beach_site_results
i_LoginLog	Inserts a record into tbl_beach_login_log
i_LoginRequest	Inserts a record into tbl_beach_login_request
i_Monitoring	Inserts a record into tbl_beach_monitoring
i_MonitoringForYear	Inserts multiple records into tbl_beach_monitoring
i_MonitoringPoint	Inserts a record into tbl_beach_site_point
i_site	Inserts a record into tbl_beach_site
i_SiteWarning	Inserts a record into tbl_beach_site_warning
s_CountOfUserSites	Selects data for display
s_CountPublicByUser	Selects data for display
s_CountSitesByCountyByStatus	Selects data for display
s_CountSitesStatewideByStatus	Selects data for display
s_CountyName	Selects data for display
s_Entity	Selects data for display
s_GetBeachesForEntity	Selects data for display
s_GetCodeDescription	Selects data for display
s_GetCodes	Selects data for display
s_GetEntityWhichMonitorsSite	Selects data for display
s_GetHealthDepartments	Selects data for display
s_GetMonitoringPoint	Selects data for display
s_GetMonitoringPoints	Selects data for display
s_GetNewSiteID	Selects data for display
s_GetSiteCurrentStatus	Selects data for display
s_GetSiteDaysForDailyMean	Selects data for display
s_GetSiteDaysForMonthlyMean	Selects data for display
s_GetSiteMonitoringStatus	Selects data for display
s_GetSiteResultsAll	Selects data for display
s_GetSiteResultsByDate	Selects data for display
s_GetSiteResultsForDailyMean	Selects data for display
s_GetSiteResultsForMonthlyMean	Selects data for display
s_GetSiteResultsTop5	Selects data for display
s_GetSitesByClosure	Selects data for display
s_GetSitesByClosureCurrent	Selects data for display
s_GetSitesByCriteria	Selects data for display
s_GetSitesByResult	Selects data for display
s_GetSiteWarnings	Selects data for display



s_GetUser	Selects data for display
s_GetUserSitesUnmonitored	Selects data for display
s_HealthDeptByCounty	Selects data for display
s_Links	Selects data for display
s_Message	Selects data for display
s_MonitoringBySite	Selects data for display
s_MonitoringBySiteByEntityByYear	Selects data for display
s_Role	Selects data for display
s_Site	Selects data for display
s_SiteCountByCounty	Selects data for display
s_StatusCountByUser	Selects data for display
s_UserEntities	Selects data for display
s_UserPermissions	Selects data for display
s_UserSites	Selects data for display
s_UserSitesByWarningType	Selects data for display
s_Warning	Selects data for display
u_ChangePassword	Updates a user password in tbl_beach_login
u_Entity	Updates organization info in tbl_beach_entity
u_MonitoringPoint	Updates the text for a monitoring point
u_site	Updates site data in tbl_beach_site
u_SiteWarning	Updates an advisory in tbl_beach_site_warning