CENTRAL, INC.
ANNUAL TECHNICAL SUPPORT AGREEMENT

This agreement is entered into on this 1st day of October, 2009, between Central, Inc. (hereinafter "Central"), and Washington Counties Risk Pool (hereinafter "WCRP") for a period of twelve (12) calendar months beginning October 1st 2009 and ending September 30th, 2010.

Central provides computer network technical support, and WCRP desires that Central provide WCRP with such services. The parties agree that the following terms and conditions shall govern their relationship:

RATES AND CHARGES: Central Annual Technical Support is billed at $10,000 per year, one time annual charge. Services and support are provided between 8:30 am and 5:30 pm, Monday through Friday, excluding holidays for up to 12 per month of normal maintenance, over 12 hours per month week will be charged at $1000 per hour. An additional rate of $100 per hour with a one hour minimum will be charged for emergency services provided after hours, weekends, and on holidays.

PAYMENT: Payment is one annual payment. Due on or before the beginning of annual agreement.

SCOPE OF SERVICES: Central will provide WCRP with computer network support management and administration services during the term of this Agreement, which shall include maintaining file servers, PC workstations, Internet connectivity, software and hardware troubleshooting; upgrades, additions, changes, and moves; consulting; and maintenance of documentation concerning server and systems, including maintaining the System Documentation and all of which shall be the sole property of WCRP; copyright compliance; log histories of service issues and responses. Software, hardware, and subcontracted services are not included in this agreement and are billed separately if arranged or provided by Central.

RESPONSE TIMES: Central shall respond to the following service issues the same day within 4 hrs or sooner the service is requested upon the following occurrences:

1. When the network is down
2. When a critical software program is down
3. When a server is down
4. When the Internal access to the Internet is down
5. When WCRP has 20% or more of one or more of its departments/divisions are unable to operate using their computers, or when two or more printers are not operating.
   ("Down" means, at a minimum, "practically inoperable")

Central shall respond to all other service issues within 3 days of WCRP'S request.

TERM: This Agreement shall remain in effect for a period of 1 year. This agreement will automatically renew for a period of one year at a rate negotiated between Central and WCRP 30 days prior to the end of the current agreement.

WARRANTIES: Central represents and warrants that, at the time the Services are rendered, such Services shall be performed in a reasonable manner conforming to industry standards. Without limitation, the warranty set forth in this Paragraph shall expire within 48 hours after the Services are rendered by Central and shall not apply to the extent the Services rendered by Central are affected by any of the following: (i) damage, malfunction, or failure of software and/or equipment due to no fault or oversight of Central; (ii) modifications to or improper use of serviced systems by the WCRP or third party; (iii) damage or malfunction of hardware caused by the WCRP or third party, or (iv) failure of WCRP to
perform any of the tasks, provide any of the resources, or meet any of the obligations necessary to maintain WCRP’s systems in the condition rendered as of the last Service performed by _.

THE WARRANTY SET FORTH IN THE PARAGRAPH ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY _ EXPRESSLY DISCLAIMS, AND WCRP HEREBY EXPRESSLY WAIVES, ALL OTHER EXPRESS WARRANTIES AND ALL DUTIES, OBLIGATIONS AND WARRANTIES IMPLIED IN LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OCIDoes NOT WARRANT AND SPECIFICALLY DISCLAIMS THAT THE OPERATIONS OF WCRP’S SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT A SERVICED PROBLEM WILL BE CORRECTED. _ LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF OCI ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. OCI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY SOFTWARE.

LIMITATION OF LIABILITY: _ SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF _ FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, INCLUDING OCI’S OBLIGATION UNDER THIS AGREEMENT, SHALL BE LIMITED TO A REFUND OF THE PAYMENT FOR THE SPECIFIC SERVICE RENDERED, BUT IN NO EVENT TO EXCEED _000. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, CLAIMS FOR FAILURE TO EXCISE DUE CARE IN THE PERFORMANCE OF THE SERVICES HEREUNDER AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND/OR OTHER APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

PROPRIETARY RIGHTS: WCRP acknowledges that _ may use pre-existing _ Proprietary Materials in the performance of the Services. _ shall retain all rights and title to _ Proprietary Materials, including all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. As used herein, the term “ _ Proprietary Materials” shall mean and include all proprietary information, data and knowledge furnished or made available by _ to WCRP and copies thereof, whether in oral, written, graphic, electronic or machine-readable form, including without limitation, designs, plans, specifications, flow charts, techniques, methods, processes, procedures, formulas, discoveries, inventions, improvements, charts, diagrams, graphs, models, sketches, writings or other technical data, research or information, and all trade secrets and other proprietary ideas, concepts, know-how and methodologies. WCRP shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in _ Proprietary Materials, which shall be the sole and exclusive property of _. No identifying marks, copyright or proprietary right notices may be deleted from any copy of _ Proprietary Materials. Notwithstanding the foregoing, in the event that the Work Product contains WCRP Data, WCRP shall retain all rights to such WCRP Data as it may have, including all copies thereof and all rights to patents, copyright, trademarks, trade secrets and other intellectual property rights inherent in such WCRP Data. _ shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the WCRP Data, which shall be the sole and exclusive proprietary of WCRP. Nothing contained herein shall be construed so as to affect the rights of _ to use any _ Proprietary Materials even if such _ Proprietary Materials have been incorporated into WCRP’s proprietary data.

EXCUSABLE DELAYS: _ will make every reasonable effort to respond as per this agreement but will not be held responsible for circumstances beyond _'s control.

ENTIRE AGREEMENT: Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the
parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

GOVERNING LAW: This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of Washington State, and venue for any litigation shall be the County.

SEVERABILITY: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

ASSIGNMENT: The WCRP may not assign, without the prior written consent of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

WAIVER: The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

NON-SOLICITATION: WCRP agrees that, at no time during or for a period of two years after the date of this Agreement, will WCRP directly hire or solicit for hire any employee or past employee of nor shall WCRP employ any employee or past employee of as an independent contractor; nor shall WCRP contract with any third party for computer network management and/or administration services if said third party employs any current or past employee as either an independent contractor or employee of such third party, and the current or past employee of is an owner, shareholder, officer, director, partner, or manager of said third party.

ATTORNEYS’ AND COLLECTION FEES: If litigation is instituted to seek relief under any portion of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs. In the event of WCRP breach, shall also be entitled to recover all costs of collection, including fees charged by third party collection agencies.

[Signature]
Date

[Signature]
Date

WASHINGTON COUNTIES RISK POOL

9/28/09

Vyrle Hill
9/30/2009