ADDENDUM TO SOFTWARE LICENSE AGREEMENT AND MAINTENANCE AGREEMENT BETWEEN LARAMIE COUNTY AND PHASEWARE

This Addendum is made and entered into by and between Laramie County, Wyoming, 310 W 19th St #410, Cheyenne, WY 82001, ("Licensee") and PhaseWare Inc., a Texas corporation, having its principal place of business at 1700 N. Redbud Blvd, McKinney, TX, 75069 ("Contractor"). Licensee and Contractor are collectively referred to as "Parties." This Addendum, the Software License Agreement, and the Maintenance Agreement are collectively referred to as "the Parties' Agreement."

I. PURPOSE

The purpose of this Addendum is to supplement the Parties' Software License Agreement and the Maintenance Agreement to which it is subject. The Software License Agreement (and Exhibit A to it) is attached hereto as Exhibit 1, and the Parties expressly incorporate it by reference as if fully set forth herein. The Maintenance Agreement is attached hereto as Exhibit 2, and the Parties expressly incorporate it by reference as if fully set forth herein.

II. TERM

This Addendum shall commence on the date last executed by the Parties' duly authorized representatives and shall remain in full force and effect subject to the terms and conditions of this Addendum, the Software License Agreement, and the Maintenance Agreement.

III. PAYMENT

Contractor shall provide and complete the services described in Exhibits 1 and 2. Licensee shall pay Contractor upon receipt of the Contractor's invoice, and as otherwise provided in the Software License Agreement and the Maintenance Agreement, except that no payment shall be made before the last signature is affixed to this Addendum, and except that payments shall be in accordance with Wyo. Stat. Ann. § 16-6-602.

V. SUPPLEMENTAL PROVISIONS

1. Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as Licensee's employee. Contractor and its employees, agents, and independent contractors are not eligible for Laramie County employee benefits, and Contractor will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.

2. Entire Agreement: This Addendum (4 pages), the Software License Agreement (8 pages), and the Maintenance Agreement (4 pages) collectively represent the entire and integrated agreement and understanding between the parties in regard

to the subject matter herein and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

3. <u>Modification:</u> This Addendum, the Software License Agreement, and the Maintenance Agreement shall be modified only by a written agreement, duly executed by the Parties' authorized representatives.

4. <u>Termination:</u> The Parties' Agreement may be terminated as provided in the Software License Agreement.

5. <u>Discrimination:</u> The Parties agree they will not discriminate against any person who performs work under the terms and conditions of the Parties' Agreement because of race, color, gender, creed, handicapping condition, or national origin.

6. <u>ADA Compliance:</u> The Parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

7. <u>Governmental/Sovereign Immunity:</u> Licensee does not waive its Governmental or Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into the Parties' Agreement. Further, Licensee fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

8. <u>Third Parties:</u> The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Parties' Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in the Parties Agreement shall operate only between the Parties and shall inure solely to their benefit.

9. <u>Insurance:</u> Contractor shall carry liability insurance sufficient to cover its indemnity obligations in the Parties' Agreement and provide Licensee with proof of such insurance.

10. <u>Conflict of Interest:</u> The Parties affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

11. <u>Limitation on Payment:</u> Licensee's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor, the Parties' Agreement may be terminated by Licensee at the end of the period for which funds are available.

Licensee shall notify Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if Licensee knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit County to terminate this Agreement in order to acquire similar services from another party.

12. <u>Addendum Controls:</u> If a conflict exists or arises between any term or condition of this Addendum and the Software License Agreement or the Maintenance Agreement, the term or condition set forth in this Addendum shall control. If a conflict exists or arises between any term or condition of the Maintenance Agreement and the Software License Agreement, the term or condition set forth in the Maintenance Agreement shall control.

13. <u>Compliance with Law:</u> The Parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

SIGNATURE PAGE FOR ADDENDUM TO SOFTWARE LICENSE AGREEMENT AND MAINTENANCE AGREEMENT BETWEEN LARAMIE COUNTY AND PHASEWARE

LARAMIE COUNTY, WYOMING

By: _____ Date _____

    Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____

    Laramie County Clerk

Vendor Name: PhaseWare, Inc.

By: _____ Date 28 Apr 20

    Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____ Date 4/28/20

    Laramie County Attorney's Office

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<u>*PHASEWARE SOFTWARE LICENSE AGREEMENT*</u>

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into by and between PHASEWARE, INC. (hereinafter referred to as "PHASEWARE"), a Texas corporation, and **Laramie County** with offices at **310 W 19th St #410, Cheyenne, WY 82001 United States** (hereinafter referred to as "Licensee")

RECITALS

A. PHASEWARE is the developer, owner of, or has all rights to, the Software and Documentation (as defined below).

B. Licensee is a governmental entity that will host the Software on its Designated Equipment for its attorney office as a client-intake and project-management system, including but not limited to ticketing, integration, automation, support processes, tracking, monitoring, and reporting.

C. PHASEWARE desires to sell and grant to Licensee and Licensee desires to purchase and obtain from PHASEWARE a nonexclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 "Designated Equipment" means the customer requirements designated by PHASEWARE provided in a separate document entitled "PhaseWare On-Premises Server Configurations" with which the Software is licensed for use.

1.2 "Documentation" means all user manuals, user guides, administrators' guides, instructions, specifications, and other related documents or materials, in any form or medium, which describe the functionality, components, features, performance, or requirements pertaining to the Software, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance, which are furnished or made available to Licensee by PHASEWARE in connection with the Software

1.3 "License Fee" means the one-time up-front fee paid to PHASEWARE by Licensee to purchase and obtain from PHASEWARE a nonexclusive license, exclusive of the initial or annual Maintenance Fee paid to PHASEWARE by Licensee pursuant to the Maintenance Agreement signed contemporaneously with this Agreement.

1.4 "Software" means the customer support and help desk management system computer programs listed in Exhibit "A" and any subsequent error corrections or updates supplied to Licensee by PHASEWARE as determined by PHASEWARE to be necessary for the majority of customers utilizing the Software.

1.5 "Confidential Information" means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information, health information, criminal history information, information exempt from disclosure in whole or in part under Wyoming's Public Records Act, trade secrets or other intellectual property, and information that is protected by the attorney-client privilege and work-product doctrine, as defined by state law.

1.6 "Licensee Data" means data, datasets, files, documents, information, communications, content and links created, sent, received, uploaded, downloaded, or provided by Licensee, its agents, officers, directors, officials, employees, representatives, and customers through the use of the Software. Licensee Data is and shall remain the sole and exclusive property of Licensee.

2. GRANT OF RIGHTS.

The License granted for Software under this Agreement authorizes Licensee on a nonexclusive basis to use the Software strictly on a one license "per user" basis as identified on Exhibit A hereto for the license term set forth on Exhibit A.

3. DELIVERY.

3.1 Software. PHASEWARE shall deliver the core application of the Software designated as "PHASEWARE TRACKER SUITE" for installation on the customer's equipment together with any related modules and other necessary parts of the Software on the equipment of the Licensee.

3.2 Documentation. PHASEWARE shall deliver copies of Documentation and Licensee may make copies of it strictly for its own use.

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4. MODIFICATIONS.

4.1 Error Corrections and Updates. In the event that PHASEWARE determines a problem exists with the Software that may materially impact the functional use of the Software, PHASEWARE will provide Licensee with error corrections, bug fixes, patches or other updates to the Software in object code form to the extent available in accordance with PHASEWARE's release schedule for a as long as the Maintenance Agreement is in effect.

4.2 Other Modifications. Licensee may, from time to time, request that PHASEWARE incorporate certain features, enhancements or modifications into the Software. PHASEWARE may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of PHASEWARE's licensees, all on mutually agreeable terms and conditions.

4.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of PHASEWARE.

5. COPIES.

Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Licensee, in whole or in part, except for Licensee's backup or archive purposes. Licensee agrees to maintain appropriate records of the number and location of all non-backup related copies of the Software, as previously agreed to in writing by PHASEWARE, and make such records available upon PHASEWARE's request.

6. LICENSE FEES AND PAYMENT.

6.1 License Fee. Licensee shall pay PHASEWARE the License Fee and any other charges for the Software and Documentation as set forth on Exhibit "A" upon execution of this Agreement. Checks shall be made payable to PHASEWARE at PHASEWARE Headquarters at 1700 Redbud Blvd. #120, McKinney, TX 75069.

6.2 Taxes and Other Charges. Licensee shall pay all sales, use, or other tax or governmental charges

7. PROTECTION OF SOFTWARE.

7.1 Proprietary Notices. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include it on each copy of the Software.

7.2 No Reverse Engineering. While the parties acknowledge that the Software is designed to be customized to certain extents to better satisfy customers' needs, Licensee agrees not to modify, alter, reverse engineer, disassemble, or decompile the core application of the "back-end" of the Software so as to change its capability.

7.3 Ownership. Licensee further acknowledges that all copies of the Software in any form provided by PHASEWARE or made by Licensee are the sole property of PHASEWARE and/or its suppliers. Licensee shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of PHASEWARE's proprietary rights therein.

8. CONFIDENTIALITY.

8.1 Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of PHASEWARE embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its officers, directors, representatives, and employees treat) the Software and Documentation as proprietary and confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2 Information and Data Security. PhaseWare acknowledges and agrees that any collection, access, use, storage, disposal and disclosure of Confidential Information or Licensee Data does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives, including the terms and conditions of this Agreement. Without limiting PHASEWARE'S obligations under this clause, PHASEWARE also acknowledges and agrees that it shall implement and use administrative, physical and technical safeguards to protect Confidential Information and Licensee Data that are no less rigorous than accepted industry practices.

8.3 Ownership of Licensee Data. Licensee Data is and shall remain the sole and exclusive property of Licensee throughout the duration of the parties' agreement and thereafter including the event of termination.

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8.4 Maintenance of Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality to the greatest extent reasonably possible (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly or generally in the industry before disclosure by the disclosing party to the recipient; (b) have become known publicly, without fault on the part of the recipient, after disclosure by the disclosing party; or (c) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

8.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof may (i) substantially diminish the value to PHASEWARE of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render PHASEWARE's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, PHASEWARE shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4 Survival. The parties' obligations under this Article 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9. WARRANTIES; SUPERIOR RIGHTS.
9.1 Ownership. PHASEWARE represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses hereunder, and that it has not knowingly granted licenses hereunder to any other entity that would restrict rights granted hereunder except as stated herein.

9.2 The Warranty Disclaimer and Limited Liability set forth herein are fundamental elements of the basis of the agreement between PHASEWARE and Licensee.

9.3 Limited Warranty. PHASEWARE represents and warrants to Licensee that the Software, when properly installed by Licensee and used with the Designated Equipment, will perform substantially as described in PHASEWARE's Documentation for the Software for a period of ninety (90) days from the date of installation.

9.4 Limitations. Notwithstanding the warranty provision set forth in Section 9.3 above, all of PHASEWARE's obligations with respect to such warranty shall be contingent on Licensee's use of the Software in accordance with this Agreement and in accordance with PHASEWARE's instructions as provided by PHASEWARE in the Documentation, as such instructions may be amended, supplemented, or modified by PHASEWARE from time to time. PHASEWARE shall have no warranty obligations with respect to any failures of the Software which are the result of acts of God.

9.5 Licensee's Sole Remedy. PHASEWARE's entire liability and Licensee's exclusive remedy shall be, at PHASEWARE's option, either (a) return of the price paid or (b) repair or replacement of the Software upon its return to PHASEWARE; provided PHASEWARE receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.6 Disclaimer of Warranties. PHASEWARE DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 9.3 ABOVE IS THE SOLE AND THE EXCLUSIVE PERFORMANCE WARRANTY OFFERED BY PHASEWARE. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF PHASEWARE HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF PHASEWARE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF PHASEWARE AS SET FORTH HEREIN.

9.7 Limitation of Liability. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH PHASEWARE IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY PHASEWARE OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION WITH THE EXCEPTION OF PHASEWARE'S INDEMNIFICATION OBLIGATION IN SECTION 10. ACCORDINGLY, LICENSEE AGREES THAT WITH THE EXCEPTION OF PHASEWARE'S INDEMNIFICATION OBLIGATION IN SECTION 10, PHASEWARE SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. With the exception of PHASEWARE's Indemnification

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obligation in Section 10, any provision herein to the contrary notwithstanding, the maximum liability of PHASEWARE to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to PHASEWARE by Licensee for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of PHASEWARE arising out of this Agreement.

10. INDEMNIFICATION

10.1 Non-Infringement. PHASEWARE shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the Software, when used in accordance with this Agreement, infringes a United States copyright or patent or misappropriates any trade secret, and PHASEWARE shall pay all costs, expenses, losses, liabilities, fees, settlements and damages incurred; provided, that Licensee promptly notifies PHASEWARE in writing of any claim, gives PHASEWARE sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith; provided further, however, that any settlement that will require the Licensee to assume any liability other than the payment of reimbursable monies will be subject to the Licensee's written consent. If the Software is finally adjudged to so infringe, or in PHASEWARE's opinion is likely to become the subject of such a claim, PHASEWARE shall, at its option, either: (i) procure for Licensee the right to continue using the Software (ii) modify or replace the Software to make it non-infringing; or (iii) refund the fee paid, less reasonable depreciation, upon return of the Software.

10.2 PHASEWARE shall have no liability regarding any claim arising out of: (i) use of other than a current, unaltered release of the Software delivered and available to the Licensee unless the infringing portion is also in the then current, unaltered release delivered and available to the Licensee, (ii) use of the Software in combination with non-PHASEWARE software, data or equipment if the infringement was caused by such use or combination, (iii) any modification or derivation of the Software not specifically authorized in writing by PHASEWARE or (iv) use of third party software.

10.3 General. Each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs ("Losses") reasonably incurred by the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. For purposes of this provision, gross negligence or willful misconduct includes any Losses arising on account of Licensee's unpermitted modification or enhancement of the Software or otherwise caused by the unauthorized use of the license granted hereunder by Licensee or one of its Related Parties.

11. DEFAULT AND TERMINATION.

11.1 Events of Default. This Agreement will remain in effect unless terminated upon fifteen (15) days written notice by either party by reason of any violation of the terms and conditions of this Agreement which remains uncured for ten (10) days after written notice of such violation. This Agreement may also be terminated for cause if one party materially breaches this Agreement in a manner that cannot be remedied, or if one party commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is subject to an assignment for the benefit of creditors, or otherwise ceases to operate in the ordinary course of business.

11.2 Nonrenewal. Either party may terminate this Agreement through election not to renew the annual Maintenance Agreement with thirty (30) days' prior written notice to the other party before expiration of the initial term or any annual term thereafter.

11.3. Mutual Agreement. The parties may terminate this Agreement upon separate mutual written agreement by both parties, executed by one of their respective and duly authorized representatives.

11.2 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall immediately uninstall the Software and cease and desist all use of the Software and Documentation and shall return to PHASEWARE all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

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12. NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

13. NONASSIGNABILITY. Except as provided elsewhere in this Agreement, this Agreement and license hereunder, including the rights and obligations of the parties, may not be transferred, assigned, sublicensed, supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative, and any attempt to do so without the signed written consent of both parties shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns, but no assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a material change of control, then such other party may terminate this Agreement upon written notice. In the event of such a termination, PHASEWARE will refund Licensee any prepaid fees covering the remainder of the annual renewal term.

14. GOVERNING LAW; JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Wyoming.
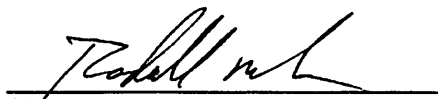
15. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties expressly intend for the provisions of the Parties' Agreement to be fully severable to the maximum extent allowed by law.

16. MISCELLANEOUS. This Agreement together with the Documentation, Exhibit A the Software Maintenance Agreement, and the Licensee's Addendum contain the entire understanding and agreement between the parties respecting the subject matter hereof, which may be executed in any number of counterparts, and which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single understanding and agreement. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

"PHASEWARE"   "Licensee"

_____   _____
Signature   Signature

By: Randall Nelson   By_____

Title: Chief Executive Officer   Title: _____

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Exhibit A

Pricing Quote for Laramie County
Prepared by Keith Wellman, PhaseWare, Inc., (214) 440-3921
April 29, 2020
On-Site Option – Year 1 Maintenance and Support included

Item	Quantity	License Price	Total
PhaseWare Modules			
Tracker Software License			
Named User License	5	$799	$3,995
Concurrent User License	0	$1,450	$0
Self-Service Center	1	$1,999	$1,999
Event Engine - 5 Events	2	$625	Included
Total License Cost			**$5,994**

Remote Setup / Training
- **Software Installation-** Remote installation of the Tracker Suite to the Laramie County Attorney servers.
- **Remote Training –**Setup, Training, and Configuration of Tracker.
- **Event Engine –** Setup and configuration, Consulting on Basic Events
- **Standard One-Time Data Import** - Basic customer / contact data.
  - o Incident tracking data not included in this price

Total One Time Fees	$1,499
License + Implementation Cost	**$7,493**
Subsequent Years Maintenance and Support (25%)	$1,498
Total Purchase Cost (2 Year Term)	**$8,991**
Support and Maintenance after Initial Term is annual w/ Autorenewal (25% of total license costs)	$1,498

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Additional Information:

The system includes the Event Engine with 10 Events. "Event" is defined as a set of business rules that fire an action or multiple actions when pre-defined conditions are met within the system. You can add events as you discover new and unique ways to automate functions and create proactive notifications. Some "Event" examples are:

- **Auto-escalate tickets** and alert appropriate parties based on ticket aging, compliance regulations or any other set of factors you determine.
- **Send automated email** communications when a ticket is open or closed with the appropriate ticket information.
- **Monitor for "threshold" conditions** and notify appropriate parties via email, pop up alerts, or SMS text messages when those conditions occur.
- **Monitor specific status changes** and receive Alerts when those changes occur.
- **Automated reports** delivered to your inbox on a pre-defined schedule such as monthly ticket history, issue categories, resolutions, etc.
- **Alert staff** when a new case or ticket is opened in their queue.
- Notification when in danger of missing a SLA response or SLA resolution requirement.

The flexibility of the PhaseWare Event Engine to monitor any set of criteria in the application makes it a highly flexible tool that can change the way you do business and significantly improve productivity.

Variable Pricing
Training:

- On Site Daily Training Rate is $1,450 a day plus travel expenses.
- Additional remote user training is $175 per hour.
- Specialized training for custom report writing advanced Screen Designer and advanced Event Engine event configuration is $225 per hour remotely.

Professional Services:

All rates for professional services are $225/HR including but not limited to:

- Custom development or integration
- Consultation to client or 3rd party developers

Optional Licenses

Unlimited Event Engine	$5,499
Event Engine Packs (Pack of 5)	$625

Maintenance and Support:

- Telephone support 8:00 a.m. to 5:00 p.m. Monday through Friday, CST
- Web and email requests accepted 24 hours a day
- Maintenance includes all software release upgrades and updates
- Unlimited Phone and Email Support

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Payment Terms:

- 100% due as down payment with signed contract

"PHASEWARE"

"Licensee"

Randall Nelson (signature)

_____

Signature

Signature

By: Randall Nelson

By _____

Title: Chief Executive Officer

Title: Chairman, Laramie County Commissioners

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PHASEWARE SOFTWARE MAINTENANCE AGREEMENT

THIS PHASEWARE SOFTWARE MAINTENANCE AGREEMENT ("Agreement") by and between PHASEWARE, INC. (hereinafter referred to as "PHASEWARE"), a Texas corporation, and Laramie County (hereinafter referred to as "Licensee").

RECITALS

A. PHASEWARE is the developer, owner of, or has all rights to, the Maintained Software.

B. Licensee is a governmental entity that will host the Software on its Designated Equipment for its attorney office as a client-intake and project-management system, including but not limited to ticketing, integration, automation, support processes, tracking, monitoring, and reporting.

C. PHASEWARE desires to sell and Licensee desires to purchase and obtain from PHASEWARE an annual maintenance agreement to maintain the use of the Maintained Software solely in accordance with the terms and on the conditions set forth in this Agreement.

1. **DEFINITIONS:**
    A. 'Maintained Software' means the registered copy of the PHASEWARE Product licensed to Licensee.
    B. 'Support Contact' means the person authorized by Licensee to communicate with PHASEWARE to request and receive the Maintenance Services. The Support Contact may be Licensee, Licensee employee, or an agent or consultant of Licensee company or organization who provides services directly to Licensee as the Licensee of the Maintained Software. The Support Contact should be knowledgeable about how the Maintained Software is being used and about the computer/operating system on which Maintained Software is executed.
    C. 'Discrepancy' means a defect in the distribution media or material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in current end-user Documentation provided for the Maintained Software by PHASEWARE, as defined in the parties' Software License Agreement.
    D. 'Correction' means replacement distribution media or corrective code or documentation that rectifies a Discrepancy as described above. PHASEWARE may, at its discretion, modify the end-user Documentation to (i) remove inaccuracies in the Documentation, or (ii) describe changes, modifications or improvements made to the Maintained Software. 'Correction' includes, but is not limited to, workarounds, support releases, update disks, immediate correction disks, component replacements and patches.
    E. 'Priority 1 Discrepancy' means a Discrepancy in the Maintained Software that causes substantial downtime of the system, or which causes data corruption, or which otherwise renders the Maintained Software unusable. Discrepancies given this priority have no viable workaround or avoidance procedure.
    F. 'Priority 2 Discrepancy' means a significant Discrepancy in the Maintained Software that results in inconvenience to users of the Maintained Software, but for which a workaround or avoidance procedure is available.
    G. 'Priority 3 Discrepancy' means a Discrepancy in the Maintained Software that can easily be avoided or detoured. For example, errors in the Documentation receive this priority.
    H. 'Maintenance Agreement' means these Terms and Conditions of this PHASEWARE Maintenance Agreement.
    I. Any undefined term that is defined in the parties' Software License Agreement shall have the meaning ascribed to it there.

2. **APPLICABILITY OF PHASEWARE LICENSE AGREEMENT:**
This Agreement and all Software, Documentation and media provided under it is subject to all the terms and conditions of the PHASEWARE License Agreement which exists between Licensee and PHASEWARE, including the Disclaimer of Warranty and Limitation of Liability, and is also subject to the parties' Addendum.

3. **MAJOR UPGRADE RELEASE:**
PHASEWARE may, at least once per calendar year, prepare a major upgrade release of the Maintained Software which will contain a new set of software and may contain replacements for all or some of the existing Documentation, but cannot promise to do so. If prepared, this major upgrade release will be sent to Licensee under this Agreement without additional charge.

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4. FIXES TO REPORTED DISCREPANCIES:

In response to a confirmed Discrepancy in the Maintained Software, PHASEWARE shall use reasonable efforts to provide a Correction, but PHASEWARE cannot guarantee to do so. When provided under this Agreement, such Correction will be provided without additional charge. PHASEWARE reserves the right to discontinue Maintenance Services without notice on a past Correction after a subsequent major upgrade release, support release, or update disk or electronic transfer equivalent containing a Correction of the Discrepancy is available.

5. ACCESS TO PHASEWARE PRODUCT SUPPORT STAFF:

PHASEWARE Product Support Staff are available via email and telephone to give Licensee assistance and advice on PHASEWARE products or to receive Discrepancy reports, during normal working hours at the PHASEWARE corporate office listed above, all as specifically set forth in the Support Exhibit attached to and incorporated into this Agreement. PHASEWARE may allocate Licensee support request based on availability of staff and experience to a named individual at the discretion of PHASEWARE. Licensee acknowledges and agrees that on some occasions, the Product Support Staff may not be immediately available while they are attending group training sessions or company meetings. Licensee may also use regular or overnight delivery services or telephone communication to communicate with PHASEWARE Product Support staff.

The PHASEWARE web site 'www.phaseware.com' also provides Licensee with a variety of information. In some cases, the web site will be used as a delivery mechanism for some Corrections.

PHASEWARE Product Support staff will, with Licensee assistance if necessary, investigate a suspected Discrepancy by attempting to reproduce it after receiving Licensee Discrepancy report under Section 8 below.

6. SUPPORT NOT COVERED BY THIS AGREEMENT:

A. Altered or modified Maintained Software
B. Any combination of Maintained Software and other software not covered by this Agreement.
C. A Release of Maintained Software for which Maintenance Services has been discontinued.
D. Discrepancies caused by the negligence or fault of Licensee.
E. Discrepancies resulting from hardware malfunction.
F. Discrepancies that do not significantly impair or affect the operation of the Maintained Software.

7. LICENSEE RESPONSIBILITIES:

Licensee agrees to report all suspected Discrepancies through Licensee Support Contact to the PHASEWARE Product Support staff and agrees to include as much information as possible relating to the Discrepancies. Licensee agrees to use reasonable efforts to assist PHASEWARE in its efforts to find Corrections to confirmed Discrepancies reported by Licensee.

Licensee agrees to install and use the newest PHASEWARE release or change disk for the Maintained Software sent to Licensee by PHASEWARE within thirty (30) days of receipt.

In all contacts with PHASEWARE Product Support, Licensee agrees to provide PHASEWARE with the full name of the contacting person as well as the Licensee name and address of the company or business contracted for the maintenance.

8. ADDITIONAL SERVICES AND CHARGES:

PHASEWARE may offer additional services such as training and consulting under separate agreements. Such services can be performed at a site and time mutually agreeable. These services will be charged on a time and materials basis including expenses and are subject to availability, unless otherwise mutually agreed upon in writing.

PHASEWARE reserves the right to charge for services outside of the range of normal support services. Such services considered outside of the range of normal support services are (1) debugging application coding errors in Licensee's application of the software, (2) debugging problems in non-PHASEWARE supported products, or in combinations of PHASEWARE supported and non-supported products where the problem occurs in the non-PHASEWARE product, and (3) other cases where it is judged, in the reasonable determination of PHASEWARE, highly likely that the suspected problem is not the responsibility of PHASEWARE.

When a situation occurs where a reported problem is likely to fall outside of the range of supported services, Licensee will be advised of the potential of incurring charges to have PHASEWARE work on the problem. An estimate of the cost of the additional services will be prepared and delivered to Licensee, by appropriate means, for Licensee approval and agreement. Should PHASEWARE find that the problem is caused by a

supported product, no charges will be incurred. However, if it is reasonably determined that the problem is not the responsibility of PHASEWARE, Licensee will be charged for the time spent at the rates specified in the estimate/service agreement. Should Licensee not agree that the requested service falls out of the bounds of supported services; the Licensee Support Contact person will be the Licensee representative at PHASEWARE to mediate the issue for Licensee.

PHASEWARE, upon prior notice, reserves the right to charge for unusual or excessive support person time or telephone expenses in connection with the Maintenance Services provided under this Agreement. Reasonable shipping, handling, media and user documentation charges in connection with the provision of the upgrades and service shall be payable by Licensee.

9. PAYMENT:

The annual Maintenance Fee as set forth in the attached Support Exhibit shall be paid in advance. The Maintenance Fee is as determined in the PHASEWARE Price List as of the Maintenance Expiration date.

10. TERM AND TERMINATION:

This Maintenance Agreement will be effective and services provided hereunder will commence as of the date of the Maintained Software's installation and useable functionality. This Maintenance Agreement will automatically renew on the last business day of the last month of the parties' initial two-year term or, if applicable, the parties' one-year renewal term. Licensee may elect not to renew this Maintenance Agreement by providing 30-days written notice before expiration of the initial two-year term or, if applicable, the one-year renewal term. If Licensee fails to provide 30-days written notice of its intent not to renew this Maintenance Agreement, then PHASEARE will submit a renewal invoice for the upcoming term's Maintenance Fee on or before the renewal date. Licensee will pay the renewal Maintenance Fee as provided herein, as provided in the parties' Software Licensing Agreement, or as provided in the parties' Addendum. PHASEWARE may change the renewal Maintenance Fee (and any other terms and conditions of this Maintenance Agreement) with written notice at least 45 days before expiration of the initial two-year term or, as applicable, the one-year renewal term, and such Maintenance fee shall become effective upon automatic renewal of this Maintenance Agreement. This Maintenance Agreement will remain in effect except as otherwise provided herein, in the parties' Software Licensing Agreement, or in the parties' Addendum.

11. MISCELLANEOUS:

Licensee may not assign this Agreement to a third party without the prior written consent of PHASEWARE. This Agreement and the PHASEWARE Software License Agreement shall be the only Agreements between PHASEWARE and Licensee with respect to the Maintained Software and cannot be modified except in writing and with the written approval of both parties. These Agreements supersede all prior agreements, oral or written, relating to the Maintained Software. The laws of the State of Wyoming shall govern the validity, interpretation, construction and performance of this Agreement. This Agreement and license hereunder may not be transferred, assigned, sublicensed, supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

"PHASEWARE"

By: Randall Nelson
Title: Chief Executive Officer

"Licensee"

Laramie County ; 310 W 19th St #410, Cheyenne, WY 82001

Signature: _____

By: _____

Title: _____

Support Exhibit

1. <u>Supported Products</u>: Tracker Beyond, Self-Service Center, Two Event Engine Event Packs
2. <u>Number of Supported Licenses</u>: 5 Named Tracker License, 1 Self-Service Center, 10 Event Engine Events
3. <u>Start Date of Maintenance Agreement</u>: Upon completion of user training or 10 days from software installation, whichever comes first
4. <u>End Date of Maintenance Software Agreement</u>: Two years from start date, auto renewing after each year thereafter.
5. <u>Unlimited Support</u>

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