

**AMENDMENT ONE TO THE SOFTWARE LICENSE AND MAINTENANCE
AGREEMENT
BETWEEN
LARAMIE COUNTY TREATMENT COURTS
AND
NORTHPOINTE, INC.**

1. **Parties.** This Amendment is made and entered into by and between the Laramie County Treatment Courts (“Customer”), whose address is: 309 W 20th St., Cheyenne, Wyoming 82001, and Northpointe, Inc., d/b/a **equivant**, a Delaware Corporation whose address is: 1764 Forest Ridge Drive, Suite A, Traverse City, MI 49686 (“**equivant**”).
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Software License and Maintenance Agreement between the County and **equivant**. The purpose of this Amendment is to renew the software license provided to the Customer by **equivant** for an additional period of one (1) year.

The original Agreement, dated May 19th, 2020, required **equivant** to provide to Customer a nonexclusive and nontransferable license to use certain software for Customer’s business purposes.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. **equivant** shall provide software licenses as fully described in the renewal invoice, dated March 1, 2021, and fully incorporated into this Amendment as Attachment A.
5. **Amended Responsibilities of the Customer.**
 - A. Customer shall pay **equivant** a sum not exceeding three thousand thirty two dollars and forty cents (\$3, 032.40) for the additional services and/or materials as fully described in Attachment A.
6. **Special Provisions.**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the **equivant** and the Customer, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
 - B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by **equivant** of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

7. General Provisions.

- A. Entirety of Agreement.** The original Agreement, consisting of thirty two (32) pages; Attachment A, Renewal Invoice, consisting of one (1) page, and this Amendment three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

CUSTOMER: LARAMIE COUNTY

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Northpointe, Inc. d/b/a equivant

By: Gregory A. Eash _____ Date 04/28/21
Gregory A. Eash, General Manager

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/5/21
Gladys Ayokosok, Deputy Laramie County Attorney



Renewal Notice

Kurt Zunker
Laramie County Treatment Courts
309 W. 20th Street
Cheyenne, WY 82001

Date: March 1, 2021
Client ID: LARATCWY

Software Renewal

Support Period: June 1, 2021 through May 31, 2022

Table with 2 columns: Software, Annual Amount. Rows include Northpointe Suite COMPAS Core (\$3,032.40) and AdHoc Report Generator (\$0.00).

Includes updates & enhancements, unlimited email & phone support for the 1 year commitment

equivant will issue an invoice within 60 days

Subtotal Maintenance \$3,032.40

This annual renewal is pursuant to the agreement between the parties.
Notice of termination is required if either party does not wish to renew.
Northpointe software is proprietary property of Northpointe, Inc. d/b/a equivalent and protected by law.
Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon equivalent's ownership rights.
equivalent is the sole source for software maintenance and services for its products.

If you have questions regarding this renewal notice, please contact Connie Morrison at 330-470-0772 or email at connie.morrison@equivant.com

Accepted by: Name: Title:

Signature: Date: