

ADDENDUM TO SOFTWARE-AS-A-SERVICE AGREEMENT
Between
LARAMIE COUNTY, WYOMING and SH ADVISORS, LLC d/b/a SITUS HAWK

This is an Addendum to the software-as-a-service agreement (hereinafter Agreement) by and between Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY") and SH Advisors, LLC d/b/a/ Situs Hawk, 4100 Market Street, Suite 100, Huntsville, Alabama 35808 ("CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Software-As-A-Service Subscription Agreement which provides valuation and assessment services for the Laramie County Assessor's Office as attached herein and incorporated by this reference as Attachment A.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in force on a month-to-month basis, or until terminated pursuant to the provisions of this Addendum.

III. PAYMENT

The COUNTY shall pay CONTRACTOR upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services, in accordance with the fee schedule set forth in Attachment A. The COUNTY is exempt from sales and use taxes pursuant to Wyo. Stat. Ann. § 39-15-105 as amended. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.
- B. CONTRACTOR agrees to provide the services set forth in Attachment A, as modified by this Addendum.

V. MODIFICATIONS

- A. Section 1.1.4 entitled “Non-Circumvention” is modified by adding the following to the end of the paragraph: “Situs Hawk understands that the subscriber will share data with the State of Wyoming Department of Revenue and Harris Software. Situs Hawk understands this data will be exported for use to assist in value generation.”
- B. Section 13 entitled “Indemnification” is stricken and replaced with the provision listed in Section VI. O. below.
- C. Section 17 entitled “Entire Agreement; Priority; Governing Law: is modified as follows: This Agreement, *Subscriber’s Addendum* and the Product Schedule(s) referencing this Agreement, along with any other documents referencing this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto, and there are no warranties, representations and/or agreements between the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein. ~~If any terms and conditions contained in the Product Schedules actually conflict with any terms and conditions contained in this Agreement, the order of precedence is the Product Schedules and then the remaining non-conflicting terms of the Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama without regard to any choice of law rules that may direct the applications of the laws of another jurisdiction.~~
- D. Section 22 entitled “Dispute Resolution - Arbitration” is stricken in its entirety and is of no force and effect.

VI. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by the CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. The CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The 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. The CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: The COUNTY’s approval of the work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical accuracy of the work. The COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days’ prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (6 pages) and Attachment A (9 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party which will not be unreasonably withheld.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of the Agreement of this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the CONTRACTOR and to the COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: The CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All 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.

L. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, the COUNTY 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.

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

O. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

P. Conflict of Interest: The COUNTY and the CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of the 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.

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: The COUNTY's payment obligation with regard to the Agreement 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 the CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. The COUNTY shall notify the 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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 the COUNTY to terminate this Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when

personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

U. Compliance with Law: The CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: SH ADVISORS, LLC

By: Sam Barnes Date 10/19/2023
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 10.19.23
Laramie County Attorney's Office

**SITUS HAWK
SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT**

THIS SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT (this "**Agreement**"), dated as of the _____ day of _____, 20____ (the "**Effective Date**"), is made and entered into by and between **SH ADVISORS, LLC**, a Delaware limited liability company ("**Situs Hawk**"), and the Laramie County Assessor's Office ("**Subscriber**").

1. Access and Usage Rights:

1.1. **License for Access.** Commencing on the Effective Date, and subject to payment of the subscription fees specified in the Product Schedule(s), SITUS HAWK grants to Subscriber, and Subscriber accepts from SITUS HAWK, a non-exclusive, non-sublicensable and non-transferable (except in compliance with Section 21 below) right and license to access and use the hosted software programs and services identified in the Product Schedule(s) (the "**Services**" or "**Products**") by means of an electronic access portal and account made available by SITUS HAWK on a hosted server ("SH Portal"), for Subscriber's internal business use only, and to all associated documents relating to the Products and Services that are provided to Subscriber by SITUS HAWK. Unless otherwise stated in the Product Schedule(s), such rights shall continue during the Term and until the aforementioned license or this Agreement is terminated pursuant to Section 12 hereof. Pursuant to such license, and subject to the limitations and conditions set forth in this Agreement, Subscriber shall have the following rights and limitations:

1.1.1. **Users.** Subscriber may permit the number of users specified in each Product Schedule to use, access, and benefit from the use of, the applicable Services in the manner and for the intended purposes described in the Product Schedule(s). User account types, settings, and permissions are determined by SITUS HAWK and subject to change, provided that such changes will not materially alter the abilities of Subscriber to access the Services. All user accounts created under or in conjunction with Subscriber's account shall be subject to the same limitations and conditions set forth herein, and Subscriber is responsible for all activity taken on its users' accounts. Each user granted access to the Services by Subscriber shall have a unique user account. Subscriber and users shall control usernames and passwords as private and confidential information, and shall not permit use of usernames or passwords in connection with any attempt to evade or exceed user or access control limits.

1.1.2. **Access.** Subscriber and users may access the Services for Subscriber's internal business use only. Subscriber is responsible for providing its own hardware, telecommunications and computing environment. Subscriber understands that technology may evolve over time and that updates to the Services may require updates to Subscriber's computing and network systems.

1.1.3. **Affiliate Use.** All majority-owned or controlled subsidiaries and divisions of Subscriber are hereby granted the use, access, and benefit of the Services by SITUS HAWK, at no additional cost, so long as each such subsidiary or division is legally bound by the terms of this Agreement, the number of users authorized under the applicable Product Schedule(s) are not exceeded, and the other license restrictions set forth herein are not violated. Any third party subcontractors that wish to use and access the Services in the course of their work for Subscriber shall enter into a separate agreement with SITUS HAWK to provide for such usage. In no event shall Subscriber enable a third party to access the Product(s) if such third party is known by Subscriber to be a competitor of SITUS HAWK at the time that access is granted by Subscriber. In no event may the Product(s) be used in connection with any commercial timesharing, service bureau or other similar rental or sharing arrangements involving third parties.

1.1.4. **Non-Circumvention.** Subscriber and its users may access the Services only for legitimate business purposes and shall only have access to the Products and services which are clearly intentionally enabled by the Services. Subscriber shall not, and shall not permit any other party to, engage in any of the following activities: (1) create derivative works except as expressly authorized in writing by SITUS HAWK; (2) copy, frame, mirror, or otherwise make available to any unauthorized third party any part or content of the Services or its constituent databases; (3) reverse engineer or attempt to reverse engineer the Services; (4) access the Services for the purpose of providing competing or similar services; (5) copy any features, functions, or graphics of the Services; (6) upload or provide to the Services any information or data that violates or infringes upon the rights of others (including without limitation the rights of privacy or publicity, copyright, or trade secret), or otherwise damages the Services or software environment (e.g., malware); (7) violate any law or regulation; or (8) take any action not apparently authorized by the Services.

1.1.5. **Suspension.** Notwithstanding anything to the contrary in this Agreement, SITUS HAWK may temporarily suspend Subscriber's access to all or any portion of the Products or Services, if: (i) Subscriber reasonably determines that (A) there is a threat or attack on any of the SITUS HAWK IP (as defined below); (B) Subscriber's use of the SITUS HAWK IP disrupts or poses a security risk to the SITUS HAWK IP or to any other customer or vendor of SITUS HAWK; (C) Subscriber is using the SITUS HAWK IP for fraudulent or illegal activities; (D) SITUS HAWK's provision of the Products or Services to Subscriber or any other third party hereunder is prohibited by applicable law; (ii) any vendor of Subscriber has suspended or terminated SITUS HAWK's access to or use of any third-party services or products required to enable Subscriber to access the Products or Services; or (iii) in accordance with Section 11.3 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). SITUS HAWK will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any other third party may incur as a result of a Service Suspension.

2. Title and Ownership; Data.

- 2.1. **Services and Documentation.** The parties agree that SITUS HAWK IP constitutes valuable property, proprietary information and/or trade secrets of SITUS HAWK, whether or not any portion of the Services is or may be identified in a copyright registration or issued patent. Title, full ownership and all proprietary rights in and to the SITUS HAWK IP and all copies thereof shall remain solely with SITUS HAWK. Subscriber agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any SITUS HAWK IP or the output thereof, or any related materials by SITUS HAWK. Except for the limited usage rights expressly granted herein, nothing in this Agreement shall be, or shall be interpreted or construed to be, a transfer of any right, title or interest whatsoever, by implication, waiver, estoppel, or otherwise, in the SITUS HAWK IP, and SITUS HAWK reserves all rights not expressly granted to Subscriber herein. As used in this Agreement, "**SITUS HAWK IP**" means the Products and the Services (in each case, as they now exist or may later be modified), and any and all intellectual property provided to Subscriber or any authorized user in connection with the foregoing.
 - 2.2. **Data.** All data provided by Subscriber which may be processed by SITUS HAWK as a part of the Services is and shall remain the sole property of Subscriber. SITUS HAWK does not receive or obtain Subscriber's data except (1) as necessary or desirable to provide the Services or related support services, or (2) as separately authorized by Subscriber. SITUS HAWK shall treat any Subscriber data in the same manner as SITUS HAWK treats its own confidential information of a similar nature. Subscriber shall not provide SITUS HAWK any personal information, health information, or financial information of its employees or third parties, unless Subscriber expressly notifies SITUS HAWK in writing that such information is present in the data provided.
3. **Delivery Method and Training.**
 - 3.1. **Method.** SITUS HAWK shall deliver the Services through SH Portal made available to Subscriber. Subscriber is responsible for arranging its access to SH Portal.
 - 3.2. **Training.** SITUS HAWK will provide Subscriber with training in the use and operation of each Product to the extent required under and for the fees set forth in the applicable Product Schedule.
4. **Support and Maintenance; Hosting.** Support and Maintenance for the Services shall be provided as follows:
 - 4.1. **Telephone, Email and Online Support.** Telephone and email support in the form of advice and counsel on Subscriber's use of the Service shall be provided by SITUS HAWK subject to the limitations stated in the applicable Product Schedule. Telephone support shall be provided from 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, exclusive of those holidays observed by SITUS HAWK. Subscriber's support individuals ("**Support Representatives**") shall be reasonably competent in the use and operation of the Service. The Support Representatives will act as primary interface to SITUS HAWK for support purposes. SITUS HAWK will make all commercially reasonable efforts to address the problem identified by the Support Representative. Additionally, Subscriber shall have access to SITUS HAWK's customer service help pages or SH Portal on its website, giving Subscriber access to training manuals, tutorials and documentation.
 - 4.2. **Subscriber Obligation.** As a condition to SITUS HAWK's obligation to provide support, Subscriber agrees to furnish SITUS HAWK with all information, materials and/or access as requested by SITUS HAWK that may be needed and reasonably required for use in replicating, diagnosing and correcting a problem reported by Subscriber.
 - 4.3. **Subscriber-Created Support Issues.** Subscriber is wholly responsible for establishing a computing environment that allows Subscriber to access the Services, including all network connections and system requirements, and for complying with the terms of this Agreement. If any problem reported to SITUS HAWK pursuant to this Section 4 is the result of Subscriber's inability to comply with the requirements for accessing the Service, or the misuse of the Services, or is unrelated to the Services, Subscriber shall reimburse SITUS HAWK for professional services provided in response to such problem at SITUS HAWK's then current standard rates for such services.
5. **Software Updates and Upgrades.**
 - 5.1. **Updates.** SITUS HAWK may update the Services in a manner and on a schedule determined by SITUS HAWK. Such updates shall become available to Subscriber at the time of the release. Such updates shall not materially degrade the performance, functioning or operation of the Services. SITUS HAWK shall provide reasonable documentation concerning updates to the Services, at no additional cost to Subscriber. When SITUS HAWK releases an update, prior versions or obsoleted elements of the Services may no longer be available, and SITUS HAWK shall have no further responsibility with respect to such materials.
 - 5.2. **New Services.** Subscriber's rights with respect to one or more Services shall not entitle Subscriber to any new Services or versions thereof released by SITUS HAWK, even if such new Services offer substantially similar functionality to Services to which Subscriber is then currently subscribed, unless such Service is described as and intended to be a full replacement for the currently subscribed Service.
 - 5.3. **Feedback.** If Subscriber or any of its employees or contractors sends or transmits any communications or materials to SITUS HAWK by mail, email, telephone, or otherwise, suggesting or recommending changes to the SITUS HAWK IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SITUS HAWK is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Subscriber hereby assigns to SITUS HAWK on Subscriber's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and SITUS HAWK is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SITUS HAWK is not required to use any Feedback.
6. **Subscriber Obligations.**
 - 6.1. **Selection and Use.** Subscriber accepts full responsibility for the selection, implementation, and use of the Services to achieve Subscriber's intended results.

- 6.2. **Subscriber Resources; Third Parties.** Subscriber shall provide SITUS HAWK with access to such personnel, hardware and third-party software as may be necessary to access the Services and provide training, support, or other professional services relating thereto. Subscriber shall be responsible for and obtain all rights from third parties necessary for SITUS HAWK to perform any services contemplated hereby. In the event any right, access, information, or authorization is reasonably required to enable or facilitate the performance of any service or satisfaction of any obligation by SITUS HAWK (including without limitation any support services relating to a Service), Subscriber agrees to use its best efforts to provide SITUS HAWK with all such access, information, and authorization; and, further, to the extent the same are delayed or not provided, SITUS HAWK shall be excused in its performance of any affected obligation.
- 6.3. **Usage Rights.** Subscriber shall allow SITUS HAWK to periodically monitor Subscriber's usage of the Services granted hereunder to determine compliance with the user limitations and other terms set forth in the Product Schedule(s).
- 6.4. **Compliance with Applicable Law.** Subscriber is responsible for complying with, and agrees to comply with, all applicable laws that apply to the Products and Services.
- 6.5. **No Distribution or Sublicenses.** Subscriber's license and right to use the Services does not include any license or right to distribute or sublicense the Products or Services. Without limiting the foregoing, Subscriber shall not use, distribute or sublicense the Products or Services in any manner that would cause the Product(s) to become subject to the terms of any "open source" license or agreement or any other license, agreement, or any condition or requirement in equity, law, or contract that would or could require the Services or Products to be (i) released or distributed outside the full control and discretion of SITUS HAWK, or (ii) distributed or disclosed in source code form.

7. **Warranties.**

- 7.1. **SITUS HAWK Warranty.** The underlying data used to provide the Services is obtained from public sources and private aggregators of publicly available information, and therefore, such data and the analysis thereof is provided on an "as-is" basis. Subscriber acknowledges that SITUS HAWK receives data from multiple sources it may or may not control, and therefore, data integrity/accuracy cannot be guaranteed. Therefore, SITUS HAWK does not make any warranty as to the accuracy, timeliness, completeness, reliability or availability of the data used to provide the Services. Subject to the foregoing disclaimer, SITUS HAWK shall use commercially reasonable efforts to provide the Services free from material defects, and SITUS HAWK shall use commercially reasonable efforts to remedy such defects.
- 7.2. **Remedy.** In the event of a breach of Section 7.1 hereof, SITUS HAWK's sole responsibility for such breach shall be, at SITUS HAWK's sole election, to: (a) correct such defects or failures to operate in accordance with specifications or provide a work-around solution; (b) replace any defective Services; (c) correct any errors in SITUS HAWK's documentation to substantially conform to the intended performance of the Services and resubmit such documentation to Subscriber; or (d) provide a pro-rata refund of the cost of the Services for the time period that the Services were affected. The foregoing obligations of SITUS HAWK are void if SITUS HAWK does not receive prompt notice in writing from the Subscriber of a breach or if the Product or Services are used or accessed in a manner inconsistent with this Agreement or other written instructions provided by SITUS HAWK to Subscriber hereunder, in which event Subscriber shall be invoiced for any additional services rendered by SITUS HAWK to remedy the problem at the then current rates at the time such services are performed.
- 7.3. **Warranty Limitation.** The warranty provided in Section 7.1 does not cover any portion of a Service that malfunctions for reasons not connected to the logic of the Service or for reasons not under the control of SITUS HAWK, including but not limited to errors in publicly available information used by the Services. The performance of SITUS HAWK's obligations under Section 7.2 shall be Subscriber's sole remedy, SITUS HAWK's total maximum liability and SITUS HAWK's entire obligation to the Subscriber as a consequence of breach of Section 7.1 hereof, and the Subscriber shall have no other claims against SITUS HAWK as a result of such breach.
- 7.4. **Professional Services.** SITUS HAWK represents that all professional services to be provided by SITUS HAWK hereunder will be performed by qualified workers, and in a professional and workmanlike manner, and that the services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. SITUS HAWK agrees that if any such service is not in material compliance with this warranty and such non-compliance is brought to SITUS HAWK's attention within a reasonable time after such services are performed, then as the sole remedy for a breach of this warranty SITUS HAWK will re-perform the applicable services at SITUS HAWK's sole cost and expense.
- 7.5. **Enjoined Software.** SITUS HAWK warrants that if substantial use of a Service for its intended purpose is enjoined through an injunction, SITUS HAWK shall, in its discretion and at no expense to the Subscriber, either (i) procure for the Subscriber the right to continue using the Service or (ii) replace or modify the Product so that it becomes non-infringing and is of equivalent or superior functionality. If neither of the foregoing alternatives are available or if SITUS HAWK determines that such alternatives are not commercially reasonable, the Subscriber may terminate the license granted in Section 1.1 only with respect those areas where the use of the Service is found infringing. If the license is terminated pursuant to this provision, the Subscriber will be entitled to, and SITUS HAWK will remit to the Subscriber, a refund of a proportionate amount of the fees paid hereunder for the license to use the Product for the period that the Services are not provided to Subscriber. If the injunction or action is withdrawn or a settlement of such action is reached, the affected license(s) will be reinstated under the terms of this Agreement.

8. **Warranty Disclaimer.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT, WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTION 7 HEREOF, SITUS HAWK HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES LICENSED HEREUNDER OR THE PROFESSIONAL SERVICES TO BE PROVIDED HEREUNDER, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SITUS HAWK SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING SUCH SERVICES, DOCUMENTATION AND PROFESSIONAL SERVICES, BOTH EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ALL WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF SUCH PRODUCT(S) OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF SITUS HAWK'S PRICING AND AN

IMPORTANT FACTOR IN ITS WILLINGNESS TO GRANT THE LICENSE HEREUNDER AND PERFORM SERVICES HEREUNDER.

9. **Limitations of Liability.** IN NO EVENT SHALL SITUS HAWK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST SUBSCRIBER BY THIRD PARTIES, REGARDLESS OF WHETHER SITUS HAWK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE SUBSCRIBER CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM SITUS HAWK OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND SITUS HAWK WILL NOT INDEMNIFY THE SUBSCRIBER FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SITUS HAWK DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL SITUS HAWK'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THE PRODUCT(S), SERVICES OR THIS AGREEMENT EXCEED THE AMOUNT OF THE LICENSING FEES AND OTHER AMOUNTS ACTUALLY PAID BY SUBSCRIBER TO SITUS HAWK HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH SUBSCRIBER KNOWS OR SHOULD HAVE KNOWN OF THE APPLICABLE CAUSE OF ACTION AGAINST SITUS HAWK. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. NO CLAIM ARISING IN CONNECTION WITH THE PRODUCT(S), SERVICES OR THIS AGREEMENT MAY BE BROUGHT AGAINST SITUS HAWK MORE THAN ONE (1) YEAR AFTER IT ACCRUES.
10. **Confidentiality and Non-Disclosure.** Subscriber agrees that the Services and Products are unique and valuable assets of SITUS HAWK and agrees to maintain the Services and Products and all other Confidential Information of SITUS HAWK in strict confidence and to use and disclose such Confidential Information only as permitted under this Agreement. For purposes of this Agreement, "**Confidential Information**" shall mean all information provided to Subscriber by SITUS HAWK, including, without limitation, the Services and Products, Subscriber proposals, pricing information, contracts and any other information exchanged between SITUS HAWK and Subscriber. Subscriber shall prevent disclosure of the Confidential Information to persons or entities other than Subscriber's employees, agents, or representatives of SITUS HAWK, and Subscriber may disclose Confidential Information to its employees, agents, or representatives of SITUS HAWK solely for purposes related to Subscriber's permitted use of the Services and Products hereunder. The foregoing restrictions on disclosure and use shall not apply with respect to any information which: (i) was or becomes publicly known through no fault of Subscriber; (ii) was rightfully known or becomes rightfully known to Subscriber without confidential or proprietary restriction from a source other than SITUS HAWK; (iii) is independently developed by Subscriber without reference to or reliance on Confidential Information; (iv) is required to be disclosed by law, provided Subscriber promptly gives SITUS HAWK notice of any request for such disclosure, if allowed under applicable law. Subscriber hereby acknowledges and agrees that breach of this Section 10 would result in irreparable harm to SITUS HAWK. Additionally, all obligations related to the Confidential Information shall survive termination of this Agreement.
11. **Fees and Charges.**
 - 11.1. **Subscription Fee.** Subscriber shall pay to SITUS HAWK the subscription fees for the Services being licensed hereunder set forth in the applicable Product Schedule(s).
 - 11.2. **Taxes.** The fees payable under this Agreement do not include sales, use or other similar taxes. Subscriber shall be solely responsible for paying, and shall pay, the full amount of any and all taxes imposed concerning the Products or Services or other professional services contemplated hereby, excluding taxes based on SITUS HAWK's income, and Subscriber hereby agrees to indemnify and hold SITUS HAWK harmless from and against any such sale, use or other taxes that SITUS HAWK may pay or be compelled to pay. SITUS HAWK may elect, in its sole discretion, to issue a separate invoice for such taxes or indicate on the invoice the amount of taxes attributable thereto, provided that no such election shall negate Subscriber's obligations set forth in the immediately preceding sentence.
 - 11.3. **Payment.** Unless otherwise stated in the Product Schedule(s) subscription fees shall be due and payable on the Effective Date and each anniversary of the Effective Date. SITUS HAWK shall charge interest at 1.5% per month on the undisputed outstanding amount if the subscription fee is not paid in a timely manner. Moreover, if the subscription fee is not paid within thirty (30) days of the Effective Date, SITUS HAWK may suspend Subscriber's access to the Services for which Subscriber has not paid, until such time as the subscription fee and all applicable late fees have been paid. The obligation to pay past due amounts shall survive the termination or expiration of this Agreement.
12. **Term and Termination.**
 - 12.1. **Term.** The initial term of this Agreement shall be January 1, 2024 - December 31, 2026, and this Agreement shall automatically renew for additional one (1) year periods thereafter (each a "**Renewal Term**" and collectively the "**Renewal Terms**"). In the event of termination of this Agreement by either party, the Product Schedules associated with this Agreement shall terminate concurrently with the termination of this Agreement.
 - 12.2. **Termination by SITUS HAWK for Default.** SITUS HAWK shall have the right without further obligation or liability to Subscriber (i) to terminate the license granted hereunder with respect to any Service to which the applicable license fee or any portion thereof has not been paid within thirty (30) days after being due; (ii) to terminate the license granted hereunder with respect to any Product to which Subscriber is in material breach of its obligations under this Agreement, if Subscriber fails to remedy such breach within ten (10) days after receipt of written notice from SITUS HAWK of such breach; or (iii) to terminate all Services and this Agreement immediately if Subscriber is in material breach of Sections 1.1.4 or 6.5. Termination of this Agreement shall result in the termination of Subscriber's right to access the Services.
 - 12.3. **Bankruptcy Proceedings.** Either party may terminate this Agreement without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such one hundred twenty (120) day period.

- 12.4. **Termination for Convenience.** Subscriber or SITUS HAWK may terminate the license granted hereunder upon at least thirty (30) days prior written notice to the other party. If SITUS HAWK terminates this Agreement for convenience, a prorated refund of any fees pre-paid by Subscriber shall be given to Subscriber by SITUS HAWK for the time period for which Services were not received.
- 12.5. **Effect of Termination.** In the event of termination of this Agreement or the license granted hereunder due to Subscriber's breach of this Agreement or Subscriber's termination for convenience, Subscriber shall not be relieved from making payments to SITUS HAWK for all amounts due hereunder, including payment in full for the Services through the end of the then current subscription period and for all other professional services rendered through the date of termination. In addition, upon the termination of this Agreement or the license granted hereunder with respect to any Service, the rights granted hereunder to Subscriber with respect to such Service shall immediately cease, and Subscriber shall upon SITUS HAWK's request return to SITUS HAWK or destroy all documentation, notes, and other material provided by SITUS HAWK relating to the Service.
13. **Indemnification.** To the greatest extent allowed under applicable law, Subscriber will indemnify, defend and hold harmless SITUS HAWK, its affiliates, directors, officers, members, managers, employees and agents from all liabilities, claims, demands, costs, judgements, damages, losses and expenses relating to any claim brought by a third party arising out of or in connection with Subscriber's use of the Services. In the event the foregoing indemnification obligation is not enforceable under applicable law, the Subscriber shall at a minimum be liable for its and its employees' actions subject to any statutory limitations.
14. **Independent Contractor.** The relationship of SITUS HAWK to Subscriber shall be that of an independent contractor. Neither party shall have any authority to execute contracts or make commitments on behalf of the other party. Nothing contained herein shall be deemed to create the relationship of employer and employee, or principal and agent, joint venturer or partner between SITUS HAWK and Subscriber.
15. **Security Policies.** SITUS HAWK and Subscriber agree that their respective employees, while working at or visiting the premises of the other party, shall comply with all the internal rules and regulations of the other party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.
16. **Force Majeure.** Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of terrorism, strikes, supplier delays, lockouts, riots, acts of war, epidemics, changes in law or any action taken by a governmental or public authority, fire, communication line failures, power failures, or other disasters.
17. **Entire Agreement; Priority; Governing Law.** This Agreement and the Product Schedule(s) referencing this Agreement, along with any other documents referencing this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto, and there are no warranties, representations and/or agreements between the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein. If any terms and conditions contained in the Product Schedules actually conflict with any terms and conditions contained in this Agreement, the order of precedence is the Product Schedules and then the remaining non-conflicting terms of the Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama without regard to any choice of law rules that may direct the applications of the laws of another jurisdiction.
18. **Modifications.** All amendments to this Agreement must be in writing and must be signed by both parties hereto.
19. **Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
20. **Enforceability.** 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.
21. **Assignment.** This Agreement and the rights and duties hereunder shall not be assignable, whether by operation of law or otherwise, by Subscriber except with the prior written consent of SITUS HAWK in each instance. SITUS HAWK may assign this Agreement and its rights and duties hereunder to any subsidiary (direct or indirect) or other affiliate or a third party that acquires SITUS HAWK, whether such acquisition is structured as an asset purchase, a securities purchase, a merger or otherwise.
22. **Dispute Resolution – Arbitration.** ALL CLAIMS, DISPUTES, AND OTHER MATTERS IN QUESTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE ENFORCEABILITY OF THIS ARBITRATION CLAUSE, WHETHER SUCH CLAIMS ARE BROUGHT IN CONTRACT, TORT OR OTHERWISE, SHALL BE DECIDED BY ARBITRATION CONDUCTED IN BIRMINGHAM, ALABAMA, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND SHALL NOT BE DECIDED IN THE COURTS UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE OR UNLESS REQUIRED UNDER APPLICABLE LAW. NOTWITHSTANDING THIS CLAUSE, SITUS HAWK MAY BRING LEGAL ACTION IN A COURT OF APPROPRIATE JURISDICTION IN ORDER TO SEEK AN INJUNCTION AGAINST SUBSCRIBER IN THE EVENT OF A MATERIAL BREACH OF SECTION 10, WITHOUT THE POSTING OF A BOND. IN THE EVENT APPLICABLE LAW PROHIBITS THE SUBSCRIBER FROM ARBITRATING DISPUTES RELATING TO THIS AGREEMENT, DISPUTES SHALL BE LITIGATED IN STATE OR FEDERAL COURTS WITH THE APPROPRIATE JURISDICTION IN ACCORDANCE WITH APPLICABLE LAW.

23. **Survival.** All terms of this Agreement, which by their nature would survive the termination of this Agreement, shall survive termination. Such terms include but are not limited to provisions relating to indemnification, confidential information, dispute resolution and payment obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

“SITUS HAWK”

SH ADVISORS, LLC

By: _____
Name: _____
Its _____

“SUBSCRIBER”

By: _____
Name: _____
Its _____

PRODUCT SCHEDULE #1

This Product Schedule summarizes the Product(s) being licensed by the SITUS HAWK. The License granted hereunder shall be effective as of the Effective Date.

Product Name, Description, and Version:	SITUS HAWK Portal <ul style="list-style-type: none"> - Upon contract signing, SH will begin its monitoring service to track airplanes and/or helicopters which appear to be based in the county. This will include SitusHawk purchasing relevant historical data on behalf of the county dated between January 1, 2023, and January 1, 2024. - Within 30 days of contract signing, the Assessor will deliver a list of airplanes (excluding protected information) that have submitted property tax declaration forms for TY23 (the "Compliant Aircraft List"). - By February 1, 2024, SH will provide access to a web-based portal ("SitusHawk Portal") that will include for TY24: <ul style="list-style-type: none"> o A master list of all airplanes identified by SH as being based in Laramie County for TY24 o The ability for the Assessor's Office to use the SitusHawk Portal to see the underlying details for each aircraft (tail number, aircraft model and model year, aircraft owner name, aircraft owner mailing address details, location within the county (down to the airport level only, if flight data available), and, if available, flight tracking details for each airplane and/or helicopter that cause each aircraft to appear to have situs in the county)
Data Collection and Analysis Period	TY'24-TY'26
Access to SH Portal	2/1/2024-12/31/2026
Delivery Method	Hosted Access
Licensed # Users and Details	Up to 3 user accounts
Hardware	Specs and recommendations: <ul style="list-style-type: none"> • A Microsoft Windows or macOS computer using Google Chrome, Mozilla Firefox, or Microsoft Edge as the internet browser. • A reliable and secure internet connection
First year Support & Maintenance Term begins	Sign-off/Acceptance Date: ____/____/____
Implementation and Training Fees:	\$0 (waived)
License Fees	\$9,600 per year (discounted from \$30,000)
Professional Services and Other Fees	None
Maintenance Services Fees	<p>SH will provide 10 hours of free support to the Subscriber for each tax year (in addition to time spent on client implementation for the first 45 days after contract signing).</p> <p>Once these hours have been exceeded, SH will charge \$200 per</p>

	hour for additional support.
Payment Terms	Net 30 days per Section 11.3 of the Agreement.
Special Terms and Conditions	<ul style="list-style-type: none"> • Discounted terms, fee only covers SITUS HAWK's direct third-party related expenses to provide services • Pricing cannot be disclosed to external parties • Serve as a reference client for potential customers during the contract term • Provide real-time advice to our team for product improvements • Develop reference language and use of findings/outcomes data (on a no-names basis) for use in marketing collateral
Customization Services	<ul style="list-style-type: none"> • 10 hours of integration work to match the organization's existing workflows