

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (together with any exhibits attached hereto, this "Agreement") is entered into on August 17, 2021 ("Effective Date") by and between INFORMA BUSINESS MEDIA, INC. d/b/a PRICE DIGESTS, a Delaware corporation with offices at 605 Third Avenue, Floor 22, New York, New York 10158 ("Licensor") and Laramie County Government with offices at 309 West 20th Street, Cheyenne, WY 82001 ("Licensee"). Capitalized terms used below and not otherwise defined will have the meanings set forth in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. **License**. Licensor grants to Licensee and, if applicable, Licensed Affiliates, a non-exclusive, non-transferable, non-assignable, non-sublicensable (except as expressly permitted herein) license to use the Data during the term of this Agreement solely as specified herein. The Data includes any updates to, or new editions, of the Data ("Updates"), as further set forth in Exhibit A. Licensee and/or Licensed Affiliates may only use the Data (a) internally; (b) solely for purposes of the Business; (c) in the Territory; and (d) subject to any Additional Restrictions. Licensee agrees that it will not use the Data for any machine learning or artificial intelligence development purposes which result, whether directly or indirectly, in the creation or development of an automated device, program, tool, algorithm, process, methodology, product and/or other output that could be used to replace or substitute or is similar to the Data in whole or in part (whether or not any of the foregoing is externally commercialized). Licensee is fully liable under this Agreement for any acts or omissions of any Licensed Affiliate which, if taken or made by Licensee, would breach any provision hereof.

2. **Restrictions**. Licensee may not, directly or indirectly:

- (a) distribute any Data to any third party other than Licensed Affiliates;
- (b) transmit any Data to any public forum;
- (c) modify, amend, alter, decompile, reverse engineer, disassemble, revise, enhance or make any other change to any portion of the Data; or
- (d) alter or remove any proprietary notices, logos or similar legends included in or appearing on the Data.

All intellectual property or proprietary rights of any kind under applicable law in and to the Data and Confidential Information (as defined in Section 7) are the exclusive property of Licensor. Licensee does and will not acquire any rights, title or interest in the Data, except for the limited license granted in Section 1. Licensee will comply with all applicable laws, rules and regulations in connection with its use of the Data.

3. **Destruction of Data; Audits**.

- (a) If Exhibit A provides for delivery of any Updates, Licensee will, upon receipt of any Update, promptly destroy all copies of the immediately preceding edition of the Data; provided, that Licensee may retain one (1) backup copy solely to the minimum extent necessary to comply

with applicable laws and/or its bona fide regulatory compliance policies then-in effect (and not for any further commercial purposes).

- (b) Upon expiration or earlier termination of this Agreement, Licensee will, within ten (10) business days, destroy any and all Data in its possession; provided, that Licensee may retain one (1) backup copy solely to the minimum extent necessary to comply with applicable laws and/or its bona fide regulatory compliance policies then-in effect (and not for any further commercial purposes).

4. **Disclaimers.** The Data is provided “as-is” and Licensor disclaims to the fullest extent permitted by law all representations and warranties, either express or implied, including any warranties of merchantability and/or fitness for a particular purpose, informational content, noninfringement, performance, accuracy or completeness. Licensor will not be liable for any trading, investment or commercial decisions based on or made in reliance on the Data. In the event Licensor permits Licensee to share the Data and/or information derived from the Data with third parties, Licensee will advise such third parties in writing of the foregoing disclaimers.

5. **Term and Termination.** This Agreement will remain in effect for an Initial Term of twelve (12) months and will automatically renew for successive renewal terms, each of a duration equal to the Initial Term, unless either party gives at least sixty (60) days’ prior written notice to the other party of its intent to terminate this Agreement at the end of the then-current term. Either party may terminate this Agreement immediately in the event (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party identifying such breach or (b) of the other party’s bankruptcy, insolvency, liquidation, dissolution, receivership or assignment for the benefit of creditors. Upon expiration or earlier termination of this Agreement, the following Sections will survive: 2, 3(b), 3(c), 4, 6-11 and this sentence.

6. **Fees.** Licensee will pay Licensor all Fees in accordance with the Payment Terms. Licensor reserves the right to increase then-current Fees by up to five percent (5%) upon each anniversary of the Start Date.

7. **Confidential Information.** Licensee will not disclose any Data, or any portion thereof, to any third party (other than Licensed Affiliates, if applicable) or any other confidential, proprietary and/or nonpublic information disclosed by Licensor to Licensee (collectively, the “Confidential Information”). Licensee will use the Confidential Information only to the extent necessary to perform its obligations and enjoy the rights expressly granted to it under this Agreement. Licensee will use the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own confidential information, but in no event less than a reasonable standard of care. Licensor may seek injunctive relief in any action to enforce this Section 7 and Licensee hereby waives the claim or defense that Licensor has an adequate remedy at law for such breach.

8. **Indemnification.**

- (a) Licensor will indemnify Licensee against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys’ fees) arising from a third-party claim that

Licensee's use of the Data in accordance with this Agreement infringes upon such third party's intellectual property rights.

- (b) Intentionally Omitted
- (c) The indemnification obligations in this Section 8 are contingent on a party giving written notice to the indemnifying party promptly upon becoming aware of any claim for which it seeks indemnification (an "Indemnity Claim"). An indemnified party will provide the indemnifying party with reasonable non-monetary assistance in the defense of an Indemnity Claim. The indemnifying party may assume the defense of an Indemnity Claim with counsel of its choice, subject to the approval of such counsel by the indemnified party (which approval will not be unreasonably withheld, conditioned or delayed). No indemnity obligation will exist with respect to an Indemnity Claim that arises from a non-indemnifying party's gross negligence, willful misconduct or breach of this Agreement.

9. **Limitation of Liability.** EXCEPT FOR OBLIGATIONS UNDER SECTION 8, (a) LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT FOR MORE THAN AN AMOUNT EQUAL TO FEES PAYABLE UNDER THIS AGREEMENT IN THE TWELVE-(12-) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE AND (b) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES OF ANY KIND (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES ON THE EFFECTIVE DATE). NO CLAIM OR ACTION MAY BE BROUGHT UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE DATA BY LICENSEE AFTER THE LAPSE OF TWO (2) YEARS FROM THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

10. **Marketing.** Licensor may use Licensee's name and/or logo to identify Licensee as a customer of Licensor for Licensor's marketing and promotional purposes; provided, that Licensor has obtained Licensee's prior written consent (email being sufficient) to do so.

11. **Miscellaneous.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement will not be assignable without the prior written consent of the other party, except that Licensor will be permitted, without Licensee's consent, to assign this Agreement (a) to any of its affiliates; (b) in connection with a merger or consolidation involving Licensor or a sale of all or substantially all of its assets; or (c) in connection with a divestiture of any portion of its business or any applicable division to which this Agreement relates. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. This Agreement can only be modified by a writing signed by both parties. This Agreement supersedes all other agreements between the parties relating to its subject matter. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties may execute this Agreement in counterparts, including facsimile, PDF and other electronic copies, which together will constitute one instrument.

12. **Applicable Law and Venue:** The parties mutually understand and agree that 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 Licensor and to the Licensee in executing this Agreement. This provision is not intended, nor shall it be construed to waive the Licensee's governmental immunity as provided in this Agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

LARAMIE COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

INFORMA BUSINESS MEDIA, INC.

By: 

Daniel Smith (Jul 26, 2021 15:13 CDT)

Name: Daniel Smith

Title: Managing Director

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



EXHIBIT A

Capitalized terms used in this Exhibit A and not otherwise defined will have the meanings set forth in the body of the Agreement.

“Business”: Tax assessment valuations on personal property

“Data”:

The following endpoints within the following classifications:

<u>Classifications</u>	<u>Update Frequency</u>
Commercial Trucks	Monthly
Commercial Trailers	1/1, 4/1, 7/1, 10/1
Truck Bodies	1/1, 7/1
Passenger Vehicles	Monthly
Boats	3/1, 6/1, 9/1, 12/1
Powersport	3/1, 6/1, 9/1, 12/1
Recreational Vehicles	1/1, 4/1, 7/1, 10/1
Grounds Maintenance	4/1, 10/1

Endpoints

Verification

Taxonomy

Specifications

Values

Details

Error Codes

Format: Representational State Transfer Application Programming Interface (“API”) with JavaScript Object Notation.

Method of Access/Delivery: The Data will be provided via calls to the API at <https://pricedigestsapi.com> or any other distribution medium mutually agreed upon in writing. The Data will be provided in accordance with the Service Level Agreement attached as Exhibit B.

“Initial Term”: Three (3) years, commencing on August 17, 2021 (the “Start Date”)

“Territory”: State of Wyoming

“Licensed Affiliates”: **N/A**

“Additional Restrictions”: **N/A**

"Fees":

Base API Data Fee: U.S. \$4,000.00 per year ("Base API Data Fee").

Consulting, Technical Assistance and Data Security/Compliance Form Fee: If requested by Licensee, Licensor (a) may provide consulting and technical assistance as may be reasonably necessary or desirable in the judgment of Licensee to install the Data and/or (b) will cooperate with Licensee to complete Licensee-provided data security and compliance forms and questionnaires. The rate charged to Licensee by Licensor for such assistance will be U.S. \$350.00 per hour.

"Payment Terms": Licensee will pay to Licensor all Fees upon receipt of invoice. Any payment not made within thirty (30) days of the invoice date will bear interest at the rate of one and one-half percent (1.5)% per month from the date payment is due until the date payment is received by Licensor. Licensor reserves the right to (a) suspend delivery of the Data to Licensee in the event any payment is not made within thirty (30) days of the invoice date and (b) resume delivery of the Data within ten (10) days of receipt of payment.

Supplementary Terms: N/A

EXHIBIT B

SERVICE LEVEL AGREEMENT (“SLA”)

This SLA applies to the Data Licensor provides to Licensee in connection with the API pursuant to this Agreement (the “Services”). The Services will be available and secured with SSL 128-bit encryption 24/7/365. This SLA applies only to the Services and their production site and does not include any other supporting sites, nor does it apply to any other types of Data that Licensor may provide to Licensee under this Agreement. This SLA provides ninety-nine percent (99%) uptime during Normal Business Hours (as defined below) measured over the course of each year of the term of this Agreement, subject to all of the terms and conditions of this Agreement (including this SLA). Excused Downtime (as defined below) will constitute uptime for purposes of this SLA. Licensee must report any downtime (except Excused Downtime) within seventy-two (72) hours of the occurrence of such downtime, which then must be verified by an employee of Licensor; any downtime not so reported within such time and so verified will be deemed uptime for purposes of this SLA. Capitalized terms used in this SLA and not otherwise defined will have the meanings set forth in the body of the Agreement.

Support:

Normal Business Hours. Between the hours of 8:00 am and 5:00 pm Eastern time, Monday through Friday, and not including legal holidays (“Normal Business Hours”), Licensor personnel will be available by telephone to (a) receive reports of problems, failures or errors of the Services and (b) provide problem solutions, corrections, “work-arounds” and/or “fixes” to readily correctable problems, failures or errors, i.e. items which can be resolved within twenty-four (24) hours.

Outside of Normal Business Hours. Between the hours of 5:01 pm and 7:59 am Eastern time, Monday through Friday, and including legal holidays and all hours on Saturday and Sunday, Licensor personnel will be notified by Licensor’s third-party twenty-four (24) hour monitoring system if an outage is detected or imminent. Upon notification, such Licensor personnel will assess the extent of the problem reported, define the failures or errors of the Services and provide problem solutions, corrections, “work-arounds” and/or “fixes” to readily correctable problems, failures or errors, i.e. items which can be resolved within twenty-four (24) hours.

Excused Downtime:

The events that affect availability of the Services (“Excused Downtime”) are as follows:

- Release Process: Licensor engineers may make “emergency releases” to fix problems with the site and/or application. Most of these fixes will not affect Licensee. When such a release causes a planned outage or otherwise affects Licensee, Licensor will notify Licensee beforehand.
- Maintenance: Hardware upgrades and system maintenance activities are not performed during Normal Business Hours unless twenty-four (24) hours’ prior notice is provided to Licensee and should not affect the availability of the site and/or application.
- Planned Outages: Licensor has brief outages, approximately once every four (4) weeks for one (1) minute or less to load new Data into its servers. Occasionally, the site and/or application may be

unavailable outside of Normal Business Hours for brief periods to perform routine maintenance. If the system, the Services or application problem is localized to Licensee or outside of the control or influence of Licensor and its hosting provider, Licensor will not have any liability to Licensee under this SLA. Licensor will resolve outage questions within a reasonable amount of time during Normal Business Hours.

- **Disaster Recovery:** Licensor servers are located in a secure facility. In the case of a disaster, Licensor can deploy backup servers to restore the site and/or application after an outage period commensurate with the scope of the disaster.
- **Misuse of Services:** Licensor is not responsible for unavailability resulting from any act or omission of Licensee, including but not limited to any negligence, willful misconduct or breach of applicable terms of service or this Agreement by Licensee, or due to Licensee's or any third party's software, equipment or other technology, except any third-party equipment within Licensor's control.

Standard Product Level:

- **System Capacity:** Licensor sites, applications and Data are operated at significantly underrated capacity.
- **Response Time:** Ninety percent (90%) of searches on the API return results within one-half (0.5) to five (5) seconds; however, certain searches with broadly specified inputs may take longer.
- **Monitoring:** Licensor uses a third-party monitoring system running an automated process twenty-four (24) hours and seven (7) days a week to check for potential outages. Licensor will keep a record of usage statistics and upon written request, submit such record to Licensee on an annual basis. Usage statistic reports will include the number of calls coming from each company intranet, as tracked by IP address.

Remedy:

If Licensor breaches the uptime provisions of this SLA, Licensee will be entitled to a pro rata credit for any downtime in excess of the one percent (1%) of annual downtime permissible pursuant to this SLA, calculated as follows: each pro rata credit = one (1) minus (actual uptime for the applicable year of the term of this Agreement, divided by ninety-nine percent (99%) of the total of all Normal Business Hours for such year), multiplied by the Base API Data Fee payable for such year.






Laramie County_Price Digests_API License Agreement_7.8.21

Final Audit Report

2021-07-26

Created:	2021-07-26
By:	Elaine Aronoff (elaine.aronoff@informa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA08Eh8O9T8MP_ageKPYXL1GH7ID8xNTxb

"Laramie County_Price Digests_API License Agreement_7.8.21" History

-  Document created by Elaine Aronoff (elaine.aronoff@informa.com)
2021-07-26 - 7:52:23 PM GMT- IP address: 104.129.206.112
-  Document emailed to Daniel Smith (dan.smith@informa.com) for signature
2021-07-26 - 7:54:17 PM GMT
-  Email viewed by Daniel Smith (dan.smith@informa.com)
2021-07-26 - 8:13:10 PM GMT- IP address: 104.143.198.60
-  Document e-signed by Daniel Smith (dan.smith@informa.com)
Signature Date: 2021-07-26 - 8:13:30 PM GMT - Time Source: server- IP address: 38.127.198.2
-  Agreement completed.
2021-07-26 - 8:13:30 PM GMT