

ADDENDUM TO PROVIDE LARAMIE COUNTY CLERK RENEWAL 2024
between
LARAMIE COUNTY, WYOMING and QLESS INC.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 (“COUNTY”) and QLess Inc. 21 Miller Alley, Suite 210, Pasadena, California 91101 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to provide a mobile queuing and appointment platform for use by the County Clerk’s Office.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in force until January 8, 2025. The Parties have the option to extend the Agreement on a yearly basis through mutual addendums.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY as detailed in the Laramie County Clerk Renewal 2024 attached hereto as Exhibit A, which is fully incorporated herein. Payment will be made to CONTRACTOR for materials upon invoice. 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 shall supply and train staff on a mobile queuing platform along with providing a live dashboard, SMS Survey as outlined in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. 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.

V. MODIFICATIONS

A. In Laramie County Clerk Renewal 2024, the following modifications shall be made:

- i. In the paragraph beginning with “Billing will occur...” The sentence “Payment is due net 30” shall be modified to state “Payment is due net 45 days.”
- ii. The following paragraph shall be deleted and have no further force or effect:

“The Subscription will automatically renew at the end of the Subscription Term, continuously and indefinitely, for period equal to the Initial Term (each a “Renewal Term”) unless Customer notifies Qless via email (to billing@qless.com) thirty-days (30) prior to the Subscription end dates.”

- iii. The sentence “Payment is due net 30 upon receipt of hardware” shall be modified to state “Payment is due net 45 days upon receipt of hardware.”

B. In the Terms of Service, the following modifications shall be made:

- i. Under Section 3: Termination Subsection 1, the last sentence shall be modified to state “In addition to any other remedies, the Company may suspend the provision of Services under all Service Orders upon twenty-four hours notice in the event that payment has not been received within ~~forty-five~~ **fifteen** days of the due date for such payment.”
- ii. Under Section 4: Payment Subsection 1, the second sentence shall be modified to state “Payment for services is due within ~~forty-five~~ **forty-five** days after the date of invoice.”
- iii. Section 8: Miscellaneous Subsection 3 shall be struck from the agreement and shall have no further force or effect.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the County. CONTRACTOR is not eligible for COUNTY employee benefits and 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.

B. Acceptance Not Waiver: COUNTY approval of the work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the competent and safe performance of the work. COUNTY approval of payment for any of the services hereunder 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 the 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 (5 pages), the Laramie County Clerk Renewal 2024 (3 pages) and the Terms of Services (3 pages) represent the entire and integrated agreement and understanding between the parties and supersede 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.

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

G. Invalidity: If any provision of this Agreement 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 CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: 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 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: 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, 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.

M. 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.

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. Conflict of Interest: COUNTY and CONTRACTOR 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.

P. 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.

Q. Limitation on Payment: COUNTY'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 Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY 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 COUNTY 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.

R. 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.

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

T. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum, the Laramie County Clerk Renewal 2024 or the Terms of Service, the provisions and conditions set forth in this Addendum shall control.

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**AGREEMENT TO PROVIDE A MOBILE QUEUING AND APPOINTMENT
PLATFORM FOR THE LARAMIE COUNTY CLERK'S OFFICE
between
LARAMIE COUNTY, WYOMING and QLESS INC.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: QLESS Inc.

By:  Date 11/22/2023
Name: Nick Thomas
Title: Head of Finance

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 11/22/2023
Laramie County Attorney's Office



Quote Reference: 0Q04S000000B0NGSA0

Laramie County Clerk Renewal 2024

Company Information:

Laramie County Clerk, WY
310 W 19TH ST STE 1200
Cheyenne, WY
82001, United States

Quote Information:

Quote Created: Oct 12, 2023
Quote Expires: January 15, 2024
QLess Account ID:

Quote created by:

Kristen Becker
kristen.becker@qlless.com
(800) 405-4637 x. 1208

Accounts Payable:

debra.lee@laramiecountywy.gov

Quote Details:

Subscription Start Date: Jan 9, 2024
Subscription End Date: Jan 8, 2025
Contract terms: 12
Payment Terms: Annually
PO Required: Yes, Before Invoicing
Currency: USD
of Locations:

Main Contact:

Misty Tinney
misty.tinney@laramiecountywy.gov

Contract Signer:

Dale Davis
dale.davis@laramiecountywy.gov

Comments**PRODUCTS & SERVICES:**

Product ID	Payment Type	Quantity	Sales Price	Subtotal	Discount	Total Price
Mobile Queuing Platform 2 Way SMS - M:	Subscription Fee	1.00	\$9,260.20	\$9,260.20		\$9,260.20
Additional Languages:	Subscription Fee	1.00	\$3,600.00	\$3,600.00	100.00%	\$0.00

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

Product ID	Payment Type	Quantity	Sales Price	Subtotal	Discount	Total Price
FlexAppointments -S:	Subscription Fee	1.00	\$3,330.00	\$3,330.00		\$3,330.00
Live Dashboard:	Subscription Fee	1.00	\$660.00	\$660.00		\$660.00
SMS Survey:	Subscription Fee	1.00	\$660.00	\$660.00		\$660.00
Total						\$13,910.20

QLESS STANDARD PURCHASE TERMS:

Qless Subscription

This Order Form (the "Order Form") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and "account name" ("Customer"). This Order Form, together with the [Terms of Service](#), forms the entire agreement between QLess and Customer governing the services referenced below (collectively, the "Agreement").

The Subscription Term of this order form will commence on the day of receipt of the account set-up and log-in information to the Qless portal or sixty-days (60) from the Effective Date whichever occurs earlier. The sixty-day (60) commencement date provides, QLess and Customer, adequate time for the account set-up and implementation of Qless services.

Delays due to account set-up, hardware delivery, training dates, or live launch of the service do NOT affect the

Commencement Subscription Date. Initials: _____

Implementation, Account Set-up and Training services, to ensure QLess is properly set-up, tested and deployed, begin on the Effective date and extend up to sixty-days (60) from the Effective date. Training may be scheduled after sixty-days (60) from the Effective date. Initial Account Setup services after the initial sixty-day (60) period will be invoiced at \$175 per hour.

Billing will occur on the Subscription Date or sixty-days (60) days after the Effective Date, whichever occurs sooner, for the full value of the Subscription and Implementation Services described above plus any applicable taxes. Payment is due net 30. Please direct all billing inquiries to billing@qless.com. Customer will be invoiced in USD and payments are to be remitted in USD.

The Subscription will automatically renew at the end of the Subscription Term, continuously and indefinitely, for period equal to the Initial Term (each a "Renewal Term") unless Customer notifies Qless via email (to billing@qless.com) thirty-days (30) prior to the Subscription end date.

QLess Hardware

Hardware: All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date.

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

In case of any malfunction of the hardware (other than free-standing kiosks), the customer is required to notify Qless within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty-days (30) the manufacturer warranty may still be used.

Payment is due net 30 upon receipt of hardware. Please direct all billing inquiries to billing@qless.com.

Please find e-signature fields below.

Signatures

Signature - Dale Davis

Counter Signature

Signature - Kristen Becker

Questions? Contact Me

Kristen Becker

Client Success Manager/Renewals

kristen.becker@qless.com

(800) 405-4637 x. 1208