

ADDENDUM TO GENERAL TERMS OF SERVICE and SALES ORDER

Between Laramie County & Neon One, LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Neon One, LLC, 4545 N. Ravenswood Ave, Chicago, IL 60640 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify provisions of the General Terms of Service and Sales Order between COUNTY and CONTRACTOR attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement") to allow COUNTY to enter into a agreement for software support from CONTRACTOR.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR an amount not to exceed \$285.00 monthly. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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. MODIFICATIONS

A. Section 5.4 (Payment Terms) is amended as follows: "forty-five (45) days" replaces "thirty (30) days."

B. Section 5.5 (Suspensions) is amended as follows: "forty-five (45) days" replaces "thirty (30) days."

C. Section 9.3 (Compelled Disclosure) is amended to add the following language at the end of such section: "Notwithstanding the foregoing, Neon One acknowledges that the duty and obligations of Customer with respect to this Section may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. Neon One agrees that the Customer shall not be held in breach of default of this Agreement in the event

information is required to be released in accord with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. ' 16-4-201 et seq., as amended, provided that Customer shall ensure that such disclosure is limited to only such information that is mandated by such law or regulation."

D. Section 11.3 (Applicability) is amended to add the following language at the end of such section: "For clarity, the parties acknowledge and agree that the Limitations of Liability under this Section 11 shall not apply to the extent expressly prohibited by applicable law."

E. Section 12.7 (Assignment) is amended to add the following to the end of such section: "Notwithstanding the foregoing, in the event that Neon One assigns this Agreement, Neon One shall provide thirty (30) days written notice of such assignment to Customer (except in the event of assignment in connection with a change of control of Neon One in which 30 days' notice is not reasonably practicable, in which case Neon One shall provide Customer with notice as soon as reasonably practicable), and the Customer reserves the right to then terminate this Agreement by providing Neon One with written notice within thirty (30) days of receiving such notice of assignment from Neon One.

F. Section 12.9 (Controlling Law and Venue) is amended as follows: "State of Wyoming" replaces "State of Illinois." The following provision is deleted in its entirety: "Any claim, action, suit or proceeding under these Terms of Service shall be brought only in the state and federal courts located in Chicago, Illinois."

G. Section 12.10 is deleted in its entirety.

V. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie 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. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Entire Agreement: The Agreement, entitled Neon One General Terms of Service (19 pages) and this Addendum (6 pages) represent the entire and integrated agreement and

understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

F. 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.

G. Invalidity: If any provision of this Agreement and 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 the provisions of this Agreement and Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

J. 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.

K. 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 and Addendum. 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 and Addendum.

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

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. 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.

O. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

P. 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.

Q. 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.

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

S. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO GENERAL TERMS OF SERVICE and SALES ORDER
Between
Laramie County & Neon One, LLC

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

Neon One, LLC Representative

By: DocuSigned by: Jon Snowden Date 10/24/2023
A52BF69A4B64457
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: L.L. Vleece Date 10.25.23
Laramie County Attorney's Office

NEON ONE GENERAL TERMS OF SERVICE FOR SOFTWARE AND SERVICES OFFERED BY NEON ONE, LLC AND ITS AFFILIATED COMPANIES

Last Updated: February 16, 2021

These Neon One General Terms of Service (these “**Terms of Service**”) set forth the terms and conditions upon which Neon One, LLC, directly or through any of its affiliated companies including, without limitation, Neon CRM, Rallybound, Arts People, and CiviCore (“**Neon One**”, “**we**” or “**us**”) offers you, our end-users (“**Customer**”, “**you**” or “**your**”), access to Neon One’s proprietary cloud-based software-as-a-service platform(s) made available through the website located at uniform resource locator www.neonone.com/termsofservice (the “**Site**”) and/or any Neon One mobile application (each a “**Neon One Product**” and, collectively, the “**Neon One Products**”) and related Services (as defined below). Access to the Neon One Products and Services is provided solely in accordance with, and subject to, these Terms of Service, the Sales Order (as defined below), and any additional services agreement, general or product-specific terms of service or other applicable terms and conditions entered into by you and Neon One or any of its affiliated companies in writing or otherwise as made available by Neon One through the Site from time to time (collectively, the “**Additional Terms**”).

This is a legally enforceable contract. By submitting or otherwise agreeing to a Sales Order, clicking “I Agree” or by accessing or otherwise using the Neon One Products, you agree to be bound by these Terms of Service, the Sales Order, and any applicable Additional Terms, all of which are hereby incorporated into these Terms of Service by reference. If you do not agree to these Terms of Service and such Sales Order and Additional Terms, do not access or use the Neon One Products.

If you are currently, as of the date of Neon One posting these Terms of Service on the Site, under contract with Neon One for any Neon One Products, a “**Current Contract**”), and such Current Contract limits Neon One’s ability to modify or update the terms of such Current Contract during the term of such Current Contract or any other period of time, then your Current Contract shall remain in effect under the terms thereof only for the duration of such term or period, and thereafter upon renewal of such Current Contract or the conclusion of such period, whichever is earlier, these Terms of Service shall supersede your Current Contract and govern all use of the Neon One Products, and your continued access to or use of the Neon One Products constitutes your immediate acceptance of these Terms of Service. Notwithstanding the foregoing, if

your Current Contract permits Neon One to modify or update the terms of such Current Contract during the term of such Current Contract, then, notwithstanding anything to the contrary in your Current Contract, these Terms of Service shall supersede your Current Contract and govern all use of the Neon One Products at the earliest period permitted under your Current Contract, and your continued access to or use of the Neon One Products constitutes your immediate acceptance of these Terms of Service. For clarity, if your Current Contract is currently in a month-to-month term and limits Neon One's ability to modify or update the terms of such Current Contract during such a term, then your Current Contract shall remain in effect until the end of the current month, and thereafter these Terms of Service shall supersede your Current Contract and govern all use of the Neon One Products, and your continued access to or use of the Neon One Products constitutes your immediate acceptance of these Terms of Service.

From time to time, Neon One may modify these Terms of Service, effective immediately upon posting such modified Terms of Service on the Site. While we may note the date of the last update to these Terms of Service on the Site and provide additional notice of such modifications, you acknowledge and agree that you must periodically check the Site for any updates. For any Sales Orders that are entered into after the time of us posting any modifications to these Terms of Service, such new Sales Orders shall be subject to the modified Terms of Service. For any Sales Orders that were in effect at the time of us implementing such modifications that do not specify a subscription or service term length or other minimum subscription or service period, your continued access to or use of the Neon One Products constitutes your immediate acceptance of the modified Terms of Service. For any Sales Orders that were in effect at the time of us implementing such modifications that specify an initial subscription or service term length or other minimum subscription or service period, such modifications to these Terms of Service shall become effective for any renewal period under such Sales Orders. Except to the extent expressly contemplated by these Terms of Service, no other amendment, modification or supplement of any provision of these Terms of Service will be valid or effective unless made in writing and signed by duly authorized representatives of both parties.

1. DEFINITIONS

1. DEFINITIONS.

1.1 "Affiliate" means, with respect to any entity, any other present or future entity Controlling, Controlled by, or under common Control with such entity, where the term "Control," and its derivatives, of an entity means the legal, beneficial, or equitable ownership, directly or indirectly, of at least fifty percent (50%) of the capital stock or other ownership interest of such entity ordinarily having voting rights, or the power in fact to direct or cause the direction of the management of such entity or to elect the majority of such entity's board members or other directors or managers.

1.2 "Agreement" means these Terms of Service along with all Sales Orders and all applicable Additional Terms, and exhibits or attachments hereto or thereto, all of which are hereby incorporated herein by reference,

1.3 “Customer Data” means all data and information submitted by Customer or its Authorized Users to Neon One through the Neon One Products.

1.4 “Deliverable(s)” means deliverables specifically identified in any Sales Order under this Agreement, as applicable.

1.5 “Documentation” means any user guides, technical manuals, operating rules, acceptable use policies and other materials provided or made available by Neon One for use by Customer.

1.6 “Intellectual Property Rights” means any and all tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (b) trademark and trade name rights and similar rights; (c) trade secret rights, (d) patents, patent applications, designs, algorithms and other industrial property rights; and (e) other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise.

1.7 “Neon One Property” means the Neon One Products, Documentation, and Output (excluding Customer Data), all as defined herein.

1.8 “Output” means the information and data, excluding Customer Data, developed or collected by Neon One or otherwise generated by, residing in or resulting from the Neon One Products or Services.

1.9 “PCI DSS” means the Payment Card Industry Data Security Standards, available at https://www.pcisecuritystandards.org/pci_security/, designed to ensure that entities that accept, process, store, or transmit payment card information and receive payments maintain a secure environment.

1.10 “Personal Information” means any piece of information that, individually or in combination, does or can identify a specific individual, or from which a specific individual may be identified, contacted or located.

1.11 “Sales Order” means a written or electronic sales order, processing fee agreement, client agreement, or other subscription or ordering document agreed by both parties through Neon One’s Salesforce.com system or otherwise in writing that sets forth the commercial terms, the applicable Neon One Products licensed by Customer and Services to be provided to Customer, and any other additional terms and conditions of the Neon One Products and Services to be provided by Neon One to Customer under this Agreement.
1.12 “Services” means, collectively, the Support Services and any applicable Professional Services as set forth in a Sales Order hereunder, in each case including any Deliverables provided in connection therewith.

2. LICENSE AND RESTRICTIONS.

2.1 Limited License. Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Neon One grants to the Customer a limited, non-exclusive, revocable, non-sublicensable and non-transferable license, during the applicable Sales Order Term, to access and use, for internal purposes only, the Neon

One Products; and use the Documentation to facilitate the use of the Neon One Products, in each case in accordance with the applicable Documentation, any applicable Additional Terms, and the terms and conditions of this Agreement (the "**License**"). For purposes of these Terms and Conditions, any references to the "Neon One Products" will include and any associated software, code, application programming interfaces, user interfaces, and other applications that are made available to you by Neon One, along with any Updates (as defined below) thereto made available to you by Neon One

2.2 License Restrictions. Customer will not (and will not permit any third party to): (a) make the Neon One Property or Services available to, or use any Neon One Property or Service for the benefit of, anyone other than Customer or its Authorized Users (as defined below), unless expressly stated otherwise in a Sales Order or the Documentation or Additional Terms for the applicable Neon One Products or Services, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Neon One Property or Service, or include any Neon One Property or Services in a service bureau or outsourcing offering, (c) use any Neon One Property to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use any Neon One Property or Service to store or transmit any virus, Trojan horse, worm, time bomb, or other routine, mechanism or code designed to disable, erase, alter, or otherwise harm any computer system, program, database, data, hardware or communications system, (e) interfere with or disrupt the integrity or performance of any Neon One Property or Service (or third party data contained therein), (f) attempt to gain unauthorized access to any Neon One Property or Service or its related systems, networks or data, (g) permit direct or indirect access to or use of any Neon One Property or Service in a way that circumvents a contractual usage limit or security mechanism, procedure, or protocol, or to any of Neon One's (or Neon One's licensors') Intellectual Property Rights, (h) copy any Neon One Property or Service or any part, feature, function or user interface thereof, (i) use the Neon One Property or any Service other than for its intended purpose, in strict accordance with the Documentation and as allowed by this Agreement, (j) frame or mirror any part of any Neon One Property, other than as expressly permitted in the Documentation, (k) reverse engineer any Neon One Property or Service (except to the extent such restriction is permitted by applicable law); or (l) use the Neon One Products to generate or facilitate unsolicited bulk commercial email.

2.3 Updates. Neon One reserves the right to make updates, modifications and enhancements of the Neon One Products and Documentation ("**Updates**") in its discretion during the Term provided that the terms and conditions of this Agreement shall continue to apply to any such Updates made available to Customer by Neon One. Such Updates may be completed without prior notice; provided that, Neon One will use commercially reasonable efforts to notify Customer in advance of any such Updates that are reasonably likely to materially impact the Neon One Products whenever reasonably possible. Customer acknowledges and agrees that such Updates may not be compatible with its website and that its website may cease to function following the Update. In most cases, Neon One will be unable to rollback or otherwise reverse the Updates. Customer agrees that (a) it is solely responsible for adjusting its website for compatibility with the Neon One Products following any Updates; and (b) Neon One shall not be liable for any loss or damage Customer or any Authorized User may experience as a result of such Updates.

3. SERVICES.

3.1 SLA and Support Services. Neon One's service level commitments are set forth in the Neon One SLA and Security Policy available at www.neonone.com/security/ (or such successor URL determined by Neon One) (the "**SLA and Security Policy**"). The SLA and Security Policy, as may be updated from time to time in accordance with the terms thereof, is incorporated into this Agreement by reference as Additional Terms. In addition, subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Neon One may provide additional technical support and maintenance services for the Neon One Products during the applicable Sales Order Term to the extent indicated in any Additional Terms applicable to the Neon One Product in accordance with the SLA and Security Policy and such terms (the "**Support Services**").

3.2 Professional Services. From time to time, Neon One and Customer may enter into Sales Orders that relate to implementation services or other professional services in addition to the Support Services to be provided by Neon One ("**Professional Services**"). Each Sales Order will set forth the Professional Services to be provided together with the applicable Fees, Deliverables, milestones and other pertinent information related to the scope of such Professional Services. Except to the extent expressly set forth otherwise in the applicable Sales Order, Neon One retains ownership of all Intellectual Property Rights in, to or associated with the Professional Services. Any unused Professional Services hours on a Sales Order shall expire upon renewal of the contract and shall not roll over to any contract renewal period with no further action required of either party. Customer shall not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Professional Services hours.

3.3 Information Security. Neon One's information security controls, policies and procedures are described in the SLA and Security Policy.

3.4 Privacy. Each Party acknowledges and agrees that, subject to the terms and conditions of this Agreement, the use of the Neon One Products and Services by Authorized Users may result in the Parties having access to Personal Information, particularly Personal Information of your constituents and/or customers.

3.4.1 To the extent that Customer Data includes non-public personal information ("**NPI**") as defined by the Gramm-Leach-Bliley Act ("**GLBA**"), both Customer and Neon One understand and acknowledge that to the extent it qualifies as a nonaffiliated third-party under the GLBA it shall, (a) not use or disclose NPI for any purpose other than to perform its obligations under this Agreement; (b) implement appropriate administrative, technical, and physical safeguards designed to reasonably ensure the security and confidentiality of the NPI, protect against any anticipated threats or hazards to the security or integrity of the NPI, and protect against unauthorized access to or use of the NPI that could result in substantial harm to any consumer; and (c) for as long as such Party has NPI, provide and maintain appropriate safeguards for the NPI in compliance with this Agreement and the GLBA.

3.4.2 To the extent that Customer Data includes payment card information covered under PCI-DSS or Customer otherwise uses the Neon One Products in connection with the processing of payments as further described in the Additional Terms, Customer understands and agrees that it is the "merchant" per PCI DSS guidelines and is required

to comply with the PCI DSS requirements. Neon One will provide Neon One Products and Services to Customer in accordance with this Agreement and the Privacy Policy.

3.4.3 To the extent that Customer uses the Neon One Products in connection with any ACH or “e-check” –related services provided by Neon One to Customer as may be further described in the Documentation or Additional Terms, Customer is required to and shall understand and comply with the National Automated Clearing House Association (“NACHA”) Rules (“NACHA Rules”). Copies of the NACHA Rules may be obtained through NACHA.org.

3.4.4 Customer acknowledges and agrees that it has read and hereby agrees to Neon One’s privacy policy, made available by Neon One at www.neonone.com/privacy (or such successor URL determined by Neon One) (as may be updated from time to time in accordance with the terms thereof, the “Privacy Policy”), which addresses the parties rights and responsibilities with respect to Personal Information and other data in connection with the access to and use of the Neon One Products. The Privacy Policy is incorporated into this Agreement by reference as Additional Terms.

3.4.5 **To the extent such functionality is provided through the Neon One Products, Customer may only use the Neon One Products to send email to recipients that gave Customer permission to send email to them as required by the CAN-SPAM Act.** Customer shall honor opt-out requests from email recipients. Neon One may restrict Customer’s ability to send email or terminate your account if an unusual amount of email traffic is marked as SPAM or if Neon One is contacted by an ISP indicating that your account is sending unsolicited email.

4. ACCESS AND USE OF THE NEON ONE PRODUCTS.

4.1 **Authorized Access and Use.** You must provide Neon One with current, complete and accurate information (including your email address) as requested in the Sales Order or otherwise prompted by the applicable registration form in order to register for use of the Neon One Products. You must identify one or more employees of Customer who will be authorized by you to have access to and use the Neon One Products on behalf of Customer, subject to any limitations set forth in the applicable Sales Order or Privacy Policy (“Authorized Users”). Additionally, all subsequent user profiles for the Neon One Products created by the Customer and/or created by a Neon One employee at the instruction of the Client shall be deemed an “Authorized User” for purposes of this Agreement. Customer will not permit Authorized Users to access and use the Neon One Products except solely during the Sales Order Term specified in the applicable Sales Order. Neon One has no obligation to verify the identity of any person who gains access to the Neon One Products through Customer’s account. You are solely responsible for monitoring your Authorized Users’ access to and use of the Neon One Products, and for any failure by any Authorized User to comply with this Agreement; a failure to comply with this Agreement by an Authorized User is a failure by Customer. Customer shall use, safeguard and periodically change passwords in a commercially reasonable manner and time, to prevent unauthorized access to the Neon One Products. You are responsible to maintain the privacy and security of your Authorized Users’ login information, including user names and passwords, and not allow others to use the login information. You will

notify us immediately of any breach in secrecy, security, or unauthorized use or theft of your login information (and provide properly documented evidence as reasonably requested by us). You are responsible for any and all actions taken by any person that has access to your account. You agree to immediately notify Neon One of any potential breaches of the login information and of the departure of any employee with access to the login information.

4.2 Customer's Security Measures. Customer will implement and maintain commercially reasonable security procedures for the transmission of Customer Data to the Neon One Products. Customer is solely responsible for the security within the Customer's technical systems and environments integrated with or otherwise used in connection with the Neon One Products and Services. Customer will notify Neon One promptly upon becoming aware of any suspected security breach regarding transmissions to or from the Neon One Products.

4.3 Suspension of Access. Neon One may in its discretion suspend Customer's access to, or reasonably restrict any use of, the Neon One Products temporarily, in whole or in part, if, and so long as, in Neon One's sole judgment, there is a security risk that may interfere with the proper continued provision of the Neon One Products or Services or Customer is misusing the Neon One Products, has breached this Agreement, or is or may be engaged in illegal activity. Neon One will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat at Customer's cost.

4.4 Third Party Offerings. Neon One may directly or indirectly use certain third party providers ("**Third Party Providers**"), provide links to websites or applications and access to or integrations with content, products, services, utilities, software, hardware, systems, networks, connections, data, content, documents or other materials from third parties, including other users, advertisers, affiliates and sponsors ("**Third Party Materials**"). Customer acknowledges and agree that (a) access and use of Third Party Materials may be subject to additional terms and conditions as made available by such Third Party Providers and Customer shall comply with all of your obligations, relating to Third Party Providers and Third Party Materials under the terms of any agreement with such Third Party Providers and/or the providers of such Third Party Materials, (b) Neon One may, at any time in its discretion, modify, cancel or discontinue any available interoperability or integrations for the Neon One Products and Services with any Third Party Materials, or any other support or assistance provided by Neon One in connection with any Third Party Providers or Third Party Materials, and (c) Neon One is not responsible for the availability or content of any such Third Party Materials, including any related opinions, advice, statements, advertisements or integrations. Further, you represent and warrant to Neon One that you shall agree to and comply with Third Party Providers' terms and conditions and shall only use any such Third Party Materials in accordance with the independent rights you have directly secured from the providers of such Third Party Materials.

5. FEES AND PAYMENT TERMS.

5.1 Fees. Customer agrees to pay the fees indicated in each applicable Sales Order (the "**Fees**") in accordance with the terms and conditions set forth in the Sales Order and this Article 5.

5.2 Fee Increases. Unless otherwise expressly set forth in the applicable Sales Order in a provision specifically referencing and overriding this Section, Fees may be increased or otherwise modified from time to time by Neon One. Any such increases or modifications to the Fees shall take effect thirty (30) days following notification to you via email (the “**Notification Period**”). If you do not agree to such increased or modified Fees, you may terminate the Sales Order Term for the applicable Neon One Products and/or Services for which the Fees have been increase or modified by providing notice to Neon One during the Notification Period. You acknowledge and agree that your continued access to or use of the Neon One Products after the Notification Period constitutes your immediate acceptance of any such modified Fees.

5.3 Taxes. All Fees do not include any applicable taxes, and Customer will be responsible for paying any and all applicable sales, software license, use, value added, excise, property, withholding tax or any other taxes due in connection with the performance of this Agreement (“**Taxes**”) whether imposed on Customer or Neon One; provided, however, that Customer shall not be required to pay any Taxes applicable to Neon One's net income. If Neon One pays any Tax that is payable by Customer in accordance with the foregoing, Customer shall reimburse Neon One for the amount of such Tax upon receiving an invoice therefor.

5.4 Payment Terms. All Fees, including subscription Fees, shall be due and payable by Customer within thirty (30) days after their respective invoice date from Neon One unless otherwise expressly modified by the applicable Sales Order or Additional Terms for a particular Neon One Product or Service. All Fees are non-refundable except as otherwise explicitly stated in the applicable Sales Order or these Terms of Service.

5.5 Suspensions. Neon One reserves the right to suspend delivery of the Services under the License if Customer fails to timely pay any undisputed amounts owed to Neon One under these Terms of Service, subject to the following notice provision: Neon One shall notify customer in writing of any overdue amounts, and Customer's failure to bring the account current within thirty (30) days of receiving the delinquency notice can result in immediate suspension without further action required of either party. Suspension of the License and Services shall not release Customer of its continuing payment obligations under these Terms of Service. Any suspended accounts may, at Neon One's discretion, be charged a \$100 fee upon reactivation.

5.6 Payment Processing/Settlement. Neon One offers Customers the option to process payments in connection with their use of the Neon One Products through Neon One's Neon Pay Product or, for select (as determined by Neon One) Customers of the Arts People Product located in the United States and all Clients located in Canada, the Arts People Merchant Account. If you choose to process payments using Neon Pay or, as offered by Neon One, the Arts People Merchant Account, you must agree to the applicable Additional Terms and pay the applicable Fees in connection with such Neon One Products. If you choose to use a third party payment processor supported by Neon One in lieu of the aforementioned Neon One Products, applicable external gateway support Fees will apply as identified in the Sales Order. In any event, Customer shall be responsible for reconciliation services, including all charge backs (credit card adjustments due to Transaction cancellation) and associated chargeback fees of any kind whatsoever against any and all merchant accounts established by Neon One for the purpose of consummating Transactions conducted on behalf of Customer through the Neon One Products as may be further described in the Additional Terms. As used in this

Agreement, except as otherwise specific in any Sales Order or Additional Terms, “**Transactions**” means all online financial transactions conducted on Customer's behalf through the use of any Neon One Products. Any assistance provided to Customer by Neon One related to reconciliation services shall be billed at Neon One's then current hourly rates.

5.7 Late Fees. If any Fees are not paid by Customer by the due date, Neon One may, without prejudice to any other right or remedy, charge interest on a day to day basis both before and after any judgment at a rate equal to the lesser of 1.5% per month or the maximum amount permitted by Applicable Law, from the due date for payment to the date of actual payment.

5.8 No Setoff; No Refunds. All amounts due under this Agreement to be paid in full by Customer to Neon One and Customer will not be entitled to assert any credit, set-off or counterclaim against Neon One in order to justify withholding payment of any such amount in whole or in part. For the avoidance of doubt, Fees assessed on a periodic basis (e.g., annually) shall be payable by Customer throughout the applicable Sales Order Term, in accordance with this Agreement, regardless of whether Customer has used any Neon One Property or Services. You acknowledge and agree that all payment obligations and fees and charges paid or payable by you under these Terms of Service are non-cancellable and non-refundable for any reason.

6. PROPRIETARY RIGHTS.

6.1 Ownership of Neon One Property. Neon One owns and shall retain all ownership right, title, and interest in and to the Neon One Property and all Intellectual Property Rights embodied therein or associated therewith. Customer shall have no right, title, or interest in or to the Neon One Property other than the limited license rights expressly set forth in this Agreement.

6.2 Ownership of Customer Data. Customer owns and shall retain all ownership right, title, and interest in and to the Customer Data and any and all Intellectual Property Rights embodied therein. Neon One shall have no right, title, or interest in or to the Customer Data other than the limited license rights expressly set forth in this Agreement.

6.3 License to Customer. Subject to the terms and conditions of this Agreement, Neon One hereby grants to Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Output and, unless otherwise expressly set forth in the applicable Sales Order, any Deliverables, provided or otherwise made available to Customer by Neon One in connection with this Agreement for Customer's internal business purposes in accordance with the applicable Documentation and Sales Order.

6.4 License to Neon One.

6.4.1 General. Customer hereby grants to Neon One and its Affiliates a fully-paid up, nonexclusive, irrevocable, transferrable, worldwide license to process, reproduce, store, display, modify, translate, create derivative works from, make available and otherwise use Customer Data during the Term in connection with the performance of Neon One's obligations under this Agreement and for purposes of developing, maintaining and

improving the Neon One Property and Services provided to Customer under this Agreement.

6.4.2 Aggregated Data License. Without limitation of Section 6.4.1, Customer hereby grants to Neon One and its Affiliates a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferrable, non-exclusive license to process, reproduce, store, distribute, display, modify, translate, transmit, create derivative works from, make available and otherwise use the Customer Data during the Term and after any expiration or termination of this Agreement for purposes of advertising, marketing, developing, maintaining, improving, offering and delivering Neon One's current and future products and services as they may be provided to Customer or other customers of Neon One; provided, however, that all such use of the Customer Data will be aggregated, de-identified and anonymized in a manner that does not designate or identify Customer or its Authorized Users as the source of such data.

6.5 Notification of Unauthorized Use. Customer shall promptly notify Neon One in writing upon its discovery of any unauthorized use or infringement of the Neon One Property or Neon One's intellectual property rights with respect thereto. Neon One shall have the sole and exclusive right to bring any infringement action or proceeding against any third party in relation to the Neon One Property, and Customer shall cooperate and provide full information and assistance to Neon One and its counsel in connection with any such action or proceeding.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that (a) it has the full power and authority to enter into this Agreement; (b) the individual entering into this Agreement on its behalf is authorized to do so; and (c) this Agreement constitutes a valid and legally binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Additional Representations and Warranties of Neon One. Neon One represents, warrants and covenants that: (a) the Neon One Products will perform substantially in accordance with the applicable Documentation during the applicable Sales Order Term when used in accordance with the terms and conditions of this Agreement, (b) the Deliverables will substantially conform to any applicable requirements set forth in the applicable Documentation or Sales Order during the applicable Sales Order Term, and (c) the Services will be provided in a professional, workmanlike manner with reasonable care and skill, using suitably qualified personnel. For any breach of the foregoing warranties, Customer's sole and exclusive remedy, and Neon One's sole and exclusive liability, is that Neon One will, at Neon One's sole option, (i) make such alterations, modifications or adjustments to the Neon One Products, Deliverables or Services to cure the breach without materially reducing the features or functionality thereof, (ii) replace the Neon One Products, Deliverables or Services with a substantially similar substitute that conforms to such warranty; or (iii) if none of the foregoing remedies can be achieved after the exercise of commercially reasonable efforts, terminate this Agreement or the applicable Sales Order and refund to the Customer a pro rata portion of any prepaid Fees for the Neon One Products for the remainder of the applicable Sales Order Term subsequent to such termination and for any Services not yet performed as of the date of such termination.

7.3 Additional Representations and Warranties of Customer. Customer hereby represents, warrants and covenants to Neon One that: (a) Customer has collected, compiled and generated all the Customer Data in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, treaties or orders ("**Applicable Laws**") and any applicable privacy policies; (b) the provision of all Customer Data to Neon One hereunder is in compliance with all Applicable Laws and any applicable privacy policies; (c) Customer has all rights necessary to grant Neon One the right to use and disclose all Customer Data in accordance with the terms of this Agreement; (d) all Customer Data provided or otherwise made available to Neon One is accurate and complete; and (e) unless otherwise expressly indicated in the Documentation for the particular Neon One Product, or to the extent reasonably necessary to utilize the Neon One Products for their intended purpose in accordance with the terms and conditions of this Agreement, Customer Data shall not contain any Personal Information.

7.4 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEON ONE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY MATERIALS OR OTHER THIRD PARTY SOFTWARE, SERVICE OR HARDWARE NEON ONE PROVIDES OR USES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEON ONE DOES NOT WARRANT THAT (A) THE OPERATION OF THE NEON ONE PROPERTY OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) ANY DEFECT OR MALFUNCTION IN THE NEON ONE PROPERTY OR SERVICES IS CORRECTABLE OR WILL BE CORRECTED.

7.5 Customer Solely Responsible for Equipment, Hardware and Third Party Materials. Customer acknowledges and agrees that Customer retains sole and exclusive responsibility for any equipment, hardware or other devices used by Customer in connection with the Neon One Products and Services ("**Underlying Equipment**"). Neon One is not responsible for and hereby disclaims all responsibility and liability for the Underlying Equipment or for any loss, damage, injury, malfunction, interruption or claim arising therefrom or related thereto. Customer acknowledges and agrees that the Underlying Equipment is solely within Customer's control. Further, Neon One shall not be liable or responsible for any Third Party Provider or any Third Party Materials, or for any loss, damage, injury, malfunction, interruption or claim arising therefrom or related thereto.

8. INDEMNIFICATION.

8.1 Indemnification by Neon One. Neon One will indemnify, defend, and hold harmless Customer and its Affiliates and each of their respective officers, directors, employees, and agents (collectively, the "**Customer Indemnified Parties**") from and against all third-party claims, suits, demands and actions (collectively, "**Claims**") brought against the Customer Indemnified Parties, and for all resulting damages, fines, penalties, judgements, assessments, losses, liabilities, costs and expenses (including reasonable attorney and professional fees) (collectively "**Losses**") incurred by the Customer

Indemnified Parties in connection with such Claims, to the extent resulting from (a) a claim that the Neon One Property or Services infringe, misappropriate or violate any Intellectual Property Rights of any third party, or (b) Neon One's gross negligence, willful misconduct or fraud. Notwithstanding the foregoing, Neon One shall have no liability to the Customer for any Claim to the extent that such Claim: (i) arises out of Customer's use of the Neon One Property or Services other than as expressly permitted under this Agreement and the Documentation or any other unauthorized use, reproduction, or distribution of the Neon One Property or Services; (ii) arises out of any modification or alteration of the Neon One Property or Services by anyone other than Neon One; (iii) arises out of the use of Neon One Property in combination with any other software or equipment not approved in writing by Neon One; or (iv) would have been avoided by use of the then-current release of any software or if the Customer had followed Neon One's reasonable written instructions ((i) through (iv), collectively, "**Excluded Claims**").

8.2 Indemnification by Customer. Customer will indemnify, defend, and hold harmless Neon One and its Affiliates and each of their respective officers, directors, employees, agents, licensors and licensees (collectively the "**Neon One Indemnified Parties**") from any and against all Claims brought against the Neon One Indemnified Parties, or tendered to the Neon One Indemnified Parties, for the defense and/or indemnification, and for all resulting Losses incurred by the Neon One Indemnified Parties in connection with such Claims, to the extent resulting from: (a) a claim that the Customer Data, Customer's provision of the Customer Data to Neon One in connection with this Agreement or Neon One's use of the Customer Data pursuant to the rights granted under this Agreement, fails to comply with Applicable Law or otherwise infringes, misappropriates or violates any rights of a third party, including any privacy rights or Intellectual Property Rights of any third parties; (b) Customer's use of the Neon One Property or Services other than Claims subject to indemnification by Neon One under Section 8.1; (c) Excluded Claims; (d) Customer's failure to comply with Applicable Laws in connection with its performance under this Agreement, or (e) Customer's gross negligence, willful misconduct or fraud.

8.3 Indemnification Processes and Procedures. The party seeking indemnification pursuant to this Article 8 (as applicable, the "**Indemnified Party**"), will promptly notify the other party from whom indemnification is sought (as applicable, the "**Indemnifying Party**"), in writing, of any Claim for which the Indemnified Party believes that it is entitled to indemnification (provided that the Indemnified Party's failure to provide such notice or to provide it promptly will relieve the Indemnifying Party of its indemnification obligations only if and to the extent that such failure actually prejudices the Indemnifying Party's ability to defend the Claims). The Indemnifying Party shall control the defense and settlement of such Claims, provided, however, that the Indemnifying Party shall not agree to any settlement that admits fault of or otherwise creates liability of the Indemnified Party without the Indemnified Party's express prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). The Indemnified Party shall, at the Indemnifying Party's sole cost and expense, upon reasonable request of the Indemnifying Party provide reasonable assistance and cooperation with the Indemnifying Party's defense of such Claims. The Indemnified Party may employ counsel at its own expense to assist it with respect to any such Claim; provided, however, that if such counsel is necessary because of a conflict of interest of the Indemnifying Party or its counsel or because the Indemnifying Party does not assume control, the Indemnifying Party will bear the expense of such counsel.

8.4 Options Upon Infringement Claim. In addition, if any of the Neon One Property or Services becomes, or in Neon One's opinion is likely to become, the subject of an infringement or misappropriation Claim, Neon One may, at its own expense and option, elect to either:

8.4.1 procure the right for the Customer to continue using the Neon One Property or Services in accordance with the provisions of this Agreement;

8.4.2 make such alterations, modifications or adjustments to the Neon One Property or Services so that the infringing product or technology becomes non-infringing without a material reduction in features or functionality thereof;

8.4.3 replace the Neon One Property or Services with a non-infringing substantially similar substitute; or

8.4.4 if none of the above remedies can be achieved after the exercise of commercially reasonable efforts, terminate this Agreement and refund to the Customer a pro rata portion of any prepaid Fees for the Neon One Products for the remainder of the applicable Sales Order Term subsequent to such termination and for any Services not yet performed as of the date of such termination.

8.5 Sole Remedy. THIS ARTICLE 8 STATES NEON ONE'S ENTIRE LIABILITY, AND THE CUSTOMER'S SOLE REMEDIES, FOR ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE NEON ONE PROPERTY OR SERVICES.

9. CONFIDENTIALITY.

9.1 Definition. "Confidential Information" means all confidential or proprietary information disclosed by or on behalf of a party (in this capacity, the "Disclosing Party") to the other party (in this capacity, the "Receiving Party") or its Representatives (as defined below), whether orally, in writing or in any other format or medium, in connection with the performance of this Agreement, that is identified as confidential or is reasonably apparent to be confidential given the nature of such information and the circumstances of disclosure. Confidential Information will not, however, include any information that (a) at the time of disclosure hereunder is generally known to the public or thereafter becomes generally known to the public without breach of this Agreement by the Receiving Party or any of its Representatives, (b) was known to the Receiving Party at the time of its disclosure by or on behalf of the Disclosing Party hereunder without breach of any obligation owed to the Disclosing Party, (c) is received by the Receiving Party or any of its Representatives from a third party without breach of any obligation of confidentiality owed to the Disclosing Party with respect to such disclosure or (d) was independently developed by the Receiving Party or any of its Representatives without reference or use of the Disclosing Party's Confidential Information. For the avoidance of doubt, (i) the terms and conditions of this Agreement and all Sales Orders and Sales Orders will be deemed the Confidential Information of each party, (ii) the Neon One Property is the Confidential Information of Neon One, and (iii) without limitation of the rights granted under Section 6.4, the Customer Data is the Confidential Information of Customer.

9.2 Permitted Use. The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely to accomplish the purpose of this Agreement or as

otherwise permitted under the express terms of this Agreement; (b) not disclose the Disclosing Party's Confidential Information to any third party without first obtaining the written consent of the Disclosing Party, except as otherwise expressly permitted herein; and (c) protect the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care used to protect its own confidential and/or proprietary information from unauthorized use or disclosure, but in no event with less than reasonable care. The Receiving Party will be permitted to disclose the Disclosing Party's Confidential Information to its Affiliates and those of its and its Affiliates' respective directors, officers, employees, agents, subcontractors and consultants (with respect to a Party, together with such Party's affiliates, collectively, such Party's "**Representatives**") who need to know such Confidential Information in order to accomplish the purpose of this Agreement; provided, that such persons or entities are bound to the Receiving Party by obligations of confidentiality and non-use with respect to such Confidential Information that are substantially similar to those contained herein. The Receiving Party shall be liable for any unauthorized use or disclosure of the Disclosing Party's Confidential Information by any of the Receiving Party's Representatives. The Receiving Party shall notify the Disclosing Party in writing promptly upon learning of any such unauthorized use or disclosure of the Disclosing Party's Confidential Information and shall use all reasonable efforts to mitigate such unauthorized use or disclosure and prevent any further unauthorized use or disclosure of the Disclosing Party's Confidential Information. Notwithstanding anything in this Agreement to the contrary, Neon One shall be permitted to (i) disclose Customer's Confidential Information, on a limited basis, to Neon One's lender(s) or prospective acquirer(s), provided that any such lender or prospective acquirer is bound by obligations of nondisclosure and limited use at least as stringent as those contained herein and (ii) use the Customer Data in accordance with Section 6.4.

9.3 Compelled Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is required pursuant to Applicable Law, or by order of a court or governmental or regulatory body of competent jurisdiction; provided, that the Receiving Party promptly notifies the Disclosing Party of such disclosure in writing and provides reasonable assistance to the Disclosing Party in seeking such protective action as it deems appropriate. Thereupon, the Receiving Party may only disclose such Confidential Information as is legally required and only to an authorized person, entity or agency, to the extent required by Applicable Law and subject to the maximum available confidentiality restrictions.

9.4 Return of Confidential Information. At any time upon the Disclosing Party's request, the Receiving Party shall, at the Disclosing Party's sole discretion: (a) return to the Disclosing Party all tangible or electronic Confidential Information of the Disclosing Party then in the possession of the Receiving Party or its Representatives, or (b) destroy all such Confidential Information, including any copies thereof, in accordance with the Disclosing Party's instructions (and confirm such destruction in writing to the Disclosing Party). Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information disclosed hereunder that are contained in routine system backups or are necessary to fulfill its ongoing obligations or exercise its ongoing rights under this Agreement (including without limitation the rights to Customer Data granted under Section 6.4), subject to the ongoing obligation to maintain the confidentiality of such information in accordance with the terms of this Section 9.

9.5 Publicity. Customer hereby authorizes Neon One, in Neon One discretion, to issue a press release announcing Customer as a customer of Neon One and to use

Customer's name and logo on Neon One's website, customer lists and similar marketing and promotional materials. Subject to the foregoing, neither party will be permitted to use the other party's name, logo or other proprietary marks or indicia in any other press releases, marketing or promotional materials, or publicity of any kind without the express written permission of the other party.

10. TERM AND TERMINATION.

10.1 Initial Term and Renewal. Each Sales Order shall begin on the effective date indicated in the Sales Order and continue for the initial term of access to the Neon One Property as specified in the applicable Sales Order ("**Initial Sales Order Term**"). At the conclusion of the Initial Sales Order Term indicated in the applicable Sales Order, unless otherwise expressly stated in the Sales Order, each Sales Order shall automatically renew for additional periods equivalent to the Initial Sales Order Term (each, a "**Renewal Sales Order Term**" and together with the Initial Sales Order Term, collectively, the "**Sales Order Term**"), unless notice of termination is given at least ninety (90) days prior to the expiration of the Initial Sales Order Term or the then-current Renewal Sales Order Term, as applicable. The term of this Agreement continues for so long as any Sales Order Term remains in effect, unless terminated as provided for herein (the "**Term**").

10.2 Termination for Cause. In the event that either party is in material breach of the terms of this Agreement, the non-breaching Party may terminate this Agreement and/or the applicable Sales Order on thirty (30) days prior written notice (or fifteen (15) days in the event of a breach of Customer's payment obligations hereunder); provided however, that this Agreement or the Sales Order shall not be terminated as provided for herein in the event that the breaching Party cures the breach to the reasonable satisfaction of the non-breaching Party within such notice period or takes material steps reasonably satisfactory to the non-breaching Party to do so within such notice period.

10.3 Insolvency Event. Either party may terminate this Agreement and all Sales Orders by delivering written notice to the other party upon the occurrence of any of the following events: (a) a receiver is appointed for the other party or its property; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other party becomes insolvent or is liquidating, dissolving or ceasing business operations.

10.4 Termination Without Cause. Neon One may terminate this Agreement or any Sales Order for any reason upon ninety (90) days written notice to Customer, provided that Customer shall not be required to pay any future Fees attributable to the remainder of the Sales Order Term after the effective date of such termination without cause.

10.5 Effects of Termination. In the event of any expiration or termination of this Agreement, Customer and its Affiliates shall have no more access to the Neon One Property, their passwords will become invalid and the Documentation and any Neon One Confidential Information must, within twenty (20) days, be returned to Neon One.

10.6 Survival. All rights and obligations that accrued prior to termination or expiration of this Agreement or by their nature are intended to survive the termination or expiration

of this Agreement, shall survive expiration or termination of this Agreement, including without limitation the provisions of Sections 1, 2.2, 4.4, 5, 6, 7.4, 7.5, 8, 9, 10.5, 10.6, 11, and 12.

11. LIMITATIONS OF LIABILITY.

11.1 Disclaimer of Damages. IN NO EVENT SHALL NEON ONE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING TORT), INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, LOSS OF PRODUCTION OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF NEON ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Limitation of Liability. EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES AS A RESULT OF NEON ONE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1(A), NEON ONE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER TO NEON ONE UNDER THE SALES ORDER APPLICABLE TO THE CLAIM GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

11.3 Applicability. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. GENERAL TERMS.

12.1 Export Compliance. The Neon One Products may be subject to U.S. and other national export controls and economic sanctions. Individuals or entities owned or controlled, registered in, or related to Cuba, Iran, Sudan, Syria, or North Korea are not permitted to access the Neon One Products without prior written permission from Neon One once granted by the appropriate jurisdiction. The rights and obligations of Customer shall be subject to such United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation to the Export Administration Act of 1979, and the Export Administration regulations issued by the Department of Commerce, International Trade Administration, Office of Export Administration. Customer shall not, directly or indirectly, export, re-export or transship the Neon One Products in such manner as to violate such laws or regulations in effect from time to time.

12.2 Independent Contractors. The parties to this Agreement are independent contractors. Neither party shall have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party. This Agreement is

not intended to be nor shall it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship.

12.3 Force Majeure. Neither of the parties shall be considered in default of performance under this Agreement (other than performance of obligations to pay Fees) to the extent that such performance is delayed or prevented by circumstances or events beyond its reasonable control, including, without limitation, fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labor disputes or disturbances, material shortages or rationing, actions or requirements (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any governmental or public health agencies or authorities (whether national, statewide, municipal, or otherwise), communication or utility failures, epidemic, public health emergency, quarantine restriction, or casualties.

12.4 Equitable Relief. Each party acknowledges and agrees that its breach of any confidentiality or proprietary rights provision of this Agreement may cause the other party irreparable damage, for which the award of damages may not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

12.5 Notices. Except as otherwise set forth herein, any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight courier service (e.g., Federal Express), or by first class mail (certified or registered), to the other party addressed as set forth on the Sales Order or to such other address of which a party provides notice to the other party. In addition, Neon One may provide any such notices under this Agreement to you by email to the address as set forth on the Sales Order (or to such other address of which you provide notice to Neon One). Notices will be effective upon receipt. You hereby acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically as permitted under this Agreement satisfy any legal requirement that such communications be in writing.

12.6 Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

12.7 Assignment. Customer shall have no right to transfer or assign this Agreement or the Customer's rights or obligations under this Agreement in whole or in part without Neon One's express prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and any attempted transfer or assignment in violation of the foregoing shall be null and void. Neon One may transfer, assign or subcontract this Agreement or Neon One's rights or obligations under this Agreement, in whole or in part, without the consent of Customer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12.8 Severability. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent

permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

12.9 Controlling Law and Venue. These Terms of Service and any dispute or action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. The parties agree that these Terms of Service are not governed by the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of both of which is expressly excluded and disclaimed. Any claim, action, suit or proceeding under these Terms of Service shall be brought only in the state and federal courts located in Chicago, Illinois.

12.10 Dispute Resolution and Class Action Waiver. Any dispute arising under this Agreement will be subject to binding arbitration by a single arbitrator with the American Arbitration Association (AAA) to be held in Chicago, Illinois in accordance with its relevant industry rules, if any. The arbitrator will have the authority to grant injunctive relief and specific performance and to enforce the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any proceeding to resolve or litigate any dispute in any forum relating to this Agreement shall be conducted solely on an individual basis. Neither Party shall have any dispute heard as a class action or in any other proceeding in which either Party acts or proposes to act in a representative capacity.

12.11 Headings. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

12.12 English Language. We may translate this Agreement into other languages for your convenience. In the event of any conflict between the English language version and a translated version, the English language version controls.

12.13 Entire Agreement; Order of Precedence. This Agreement, including all Sales Orders, and exhibits or attachments hereto or thereto, all of which are hereby incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Except as explicitly stated elsewhere in the Agreement, in the event of a conflict or inconsistency between the provisions of the components of the Agreement, then the following order of precedence shall apply: (a) the Sales Order's terms and conditions shall take precedence over any other component of the Agreement; (b) then the Additional Terms; and (c) then these Terms of Service.

Client Organization Name: Laramie County, Wyoming

Client Organization Mailing Address: 310 W. 19th Street, Suite 300, Cheyenne, WY 82001

Signatory Name: Troy Thompson

Signatory Title: Chairman

Signature:

Signature Date: