

AMENDMENT ONE TO NON-EXCLUSIVE LICENSE AGREEMENT

This Amendment One ("Amendment") to the Non-Exclusive License Agreement dated August 17, 2021 ("Agreement") 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"). This Amendment is entered on the date the last signature is affixed to this document ("Amendment Effective Date") between Licensee and Randall-Reilly, LLC, d/b/a PRICE DIGESTS, a Delaware limited liability company with offices at 3200 Rice Mine Road, NE, Tuscaloosa, Alabama 35406 ("Licensor"). Capitalized terms used but not defined herein have the same meanings given to them in the Agreement.

1. The purpose of this Amendment is to modify, delete or amend certain terms and conditions set forth in the Existing Agreement as set forth herein.

1.1 Amendment to Party Name Reflecting Assignment. All references to "Informa Business Media, Inc." are replaced with "Randall-Reilly, LLC" to reflect Informa's assignment of its rights and obligations to Licensor made pursuant to Section 11 of the assignment of rights and obligations agreement effective December 1, 2021.

2.1 Section 5 of the Agreement is hereby deleted and replaced with the following:

a. **Term and Termination.** This Agreement shall remain in effect for the Initial Term and, unless either Party gives at least 60 days' prior written notice of its intent to terminate this Agreement at the end of the Initial Term or then-current renewal term, as the case may be, this Agreement shall automatically renew for successive renewal terms, each of a duration equal to one year. 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.

3.1 The second sentence of Section 11 of the Agreement is hereby deleted and replaced with the following:

a. This Agreement will not be assignable without the prior written consent of the other party.

2. **Governmental/Sovereign Immunity:** Licensee 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, Licensee 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.

3. Except as expressly amended by the foregoing provisions of this Amendment, the provisions of the Existing Agreement are hereby ratified by the parties hereto and will continue in full force and effect without change or modification. The Existing Agreement, together with this Amendment, is the complete and exclusive statement of the agreement between the parties hereto as to the subject matter thereof and hereof. To the extent that there is a conflict between the terms of this Amendment and the terms of the Existing Agreement, the terms of this Amendment will control to the extent of such conflict.

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


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

RANDALL REILLY, LLC

By:  _____ Date May 16, 2023
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 5.17.23
Laramie County Attorney's Office