

THIRD AMENDMENT TO E-COMMERCE AGREEMENT
Between
Laramie County and ASC Acquisition, LLC. d/b/a ArcaSearch, LLC.

I. PARTIES

THIS AMENDMENT is made and entered into by and between Laramie County, Wyoming P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and ASC Acquisition, LLC. d/b/a ArcaSearch, LLC., 22517 178th Ave., Suite D, Cold Spring, MN 56360 ("CONTRACTOR").

II. PURPOSE OF AMENDMENT

This Amendment constitutes the third Amendment to the Laramie County Recorder's Office E-Commerce Agreement (200901-39) dated September 1, 2020 (the "Agreement"), between Laramie County and ArcaSearch Corporations now known as ASC Acquisition, LLC., and incorporated into this Amendment by this reference. The purpose of this Amendment is to renew the COUNTY's access to indexes and records for e-commerce solutions for a period of one (1) year.

II. TERM

This Amendment shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force and effect for a period of one (1) year as amended, unless terminated at an earlier date by either party pursuant to the provisions of the Agreement, or pursuant to federal or state law, rule or regulation.

III. RESPONSIBILITIES OF CONTRACTOR

The CONTRACTOR shall provide and complete in a timely manner, the e-commerce services described in Proposal #06102020P1V1 and the Agreement.

IV. AMENDED RESPONSIBILITIES OF THE COUNTY

The COUNTY shall continue to pay CONTRACTOR an annual fee not exceeding one thousand, seven hundred ninety-nine dollars (\$1,799.00) for the duration of this agreement. CONTRACTOR shall bill COUNTY by a properly executed invoice specifying services performed.

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).

V. SPECIAL PROVISIONS

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous addendums, between the COUNTY and the CONTRACTOR, including but not limited to the COUNTY's sovereign/governmental immunity and indemnification shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the CONTRACTOR of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

7. General Provisions.

- A. Entirety of Agreement.** The original Agreement (200901-39), consisting of twelve (12) pages and this Amendment three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- B. Compliance with Law:** The COUNTY and the CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Laramie County/ASC Acquisition, LLC., d/b/a ArcaSearch, LLC.

Signature page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

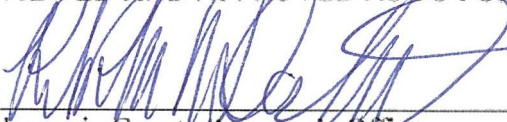
By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: ASC Acquisition, LLC. d/b/a ArcaSearch, LLC.

By:  Date 6.20.2023
Authorized Signature

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

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date June 23, 2023
Laramie County Attorney's Office