INFORMA BUSINESS MEDIA, INC.
API TRIAL LICENSE

THIS AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2020 ("Effective Date"), by and between Price Digests, a division of Informa Business Media, Inc., a Delaware corporation, with offices at 605 Third Avenue, Floor 20, New York, New York 10158, hereinafter referred to as "Licensor", and Laramie County Clerk with offices at 309 West 20th Street, Cheyenne, WY 82001, hereinafter referred to as "Licensee" (together with Licensor, the "Parties," and each a "Party").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties have agreed as follows:

1. For purposes of this Agreement, "Term" means the period beginning on the Effective Date and ending **30 business days** later (unless earlier terminated as permitted by this Agreement), and "Data" means the following data and/or information which Licensor may deliver or otherwise make available to Licensee before or during the Term via one or more Application Programming Interfaces provided or otherwise made available by Licensor to Licensee ("API"): (A) all endpoints contained within the "Taxonomy" family; (B) all endpoints contained within the "Specs" family; (C) all endpoints contained within the "Values" family; (D) all endpoints contained within "Verification" Family; and (E) all endpoints within the "Errors" family. For clarity, Licensee may not access or use any Data, endpoints, or families other than those specified in the immediately preceding sentence. Subject to all of the terms and conditions herein, Licensor hereby grants to Licensee a limited, revocable, royalty-free, non-exclusive, nontransferable, nonassignable, nonsublicenseable license during the Term (as defined below) to use internally, copy internally, and display internally the Data, in each case solely for trial and/or testing purposes in the United States to evaluate a potential business relationship between the Parties relating to the Data and/or API, provided that Licensee may make no more than **1500** Calls during the Term. **If Licensee exceeds 1500 Calls during the Term, Licensor may invoice Licensee at the rate of One Dollar ($1.00 USD) per Call in excess of 1500.** "Call" means any search, query, or other call to protocol or transaction seeking the return or delivery of Data. Without the express prior written consent of Licensor in its sole discretion, Licensee may not, directly or indirectly, do or permit any of the following: (a) any display or distribution of any Data to any third party; (b) any downloading, display or hyper-linking to or on any website, URL, meta-tag or any other means of reaching one or more persons by the World Wide Web, or by telecommunications system which transmits information to the public, in each case other than any purely internal intranet site available only to users expressly authorized by this Agreement to access the Data; (c) any modifications, amendments, alterations, revisions, enhancements, or other changes to the Data (or any portion thereof); (d) any load testing; or (e) any alteration or removal of any proprietary notices, logos, or similar legends included in or appearing on the Data or other materials provided by Licensor to Licensee. Licensee will comply with all applicable laws, rules, and regulations ("Laws") in connection with its use of the Data. Licensee acknowledges that all copyrights, trademarks, patents, trade secrets, Confidential Information (as defined below), rights of attribution, integrity, and other moral rights, and all other intellectual property or proprietary rights of any kind under applicable law (all of the foregoing, "Intellectual Property Rights") in and to the Data are the exclusive property of Licensor, and Licensee acquires no right (except the limited license explicitly granted in this Section 1), title, or interest therein pursuant to this Agreement. Upon expiration or earlier termination of this Agreement, Licensee shall return to Licensor or destroy (and, within 10 business days of such expiration or earlier termination, certify such destruction of all Data in writing to Licensor) any and all Data in its possession and shall cease all use of and access to the API. During the Term of this Agreement and for two years thereafter, Licensor may, during normal business hours at Licensee's offices, subject to customary confidentiality restrictions mutually agreed by the Parties, conduct audits and/or inspections for purposes of assessing Licensee's compliance with the terms and conditions of this Agreement, including without limitation this Section 1.

2. Licensee (a) will not disclose to any third party the Data (or any portion thereof) or any other confidential, proprietary, and/or nonpublic information disclosed by Licensor to Licensee (all of the foregoing, "Confidential Information"), (b) will use the Confidential Information only to the extent necessary to perform its

obligations and enjoy the rights expressly granted to it pursuant to this Agreement, and (c) will use at least the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. Licensee acknowledges and agrees that breach of this Section 2 will cause irreparable harm to Licensor. Licensor may seek injunctive relief in any action to enforce this Section 2, and Licensee hereby waives the claim or defense that Licensor has an adequate remedy at law for such breach. Notwithstanding the foregoing, Licensor recognizes that the duties and obligations of the Licensee with respect to this Section may be subject to State or Federal law regarding the disclosure of publicly held records. The Licensor agrees that Licensee will not be held in breach or default of this Agreement in the event Licensee is required to disclose any Confidential Information in accordance 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. In the event Licensee is required to disclose any Confidential Information pursuant to a properly formatted public records request or any applicable law or regulation, Licensee will notify Licensor of any such request to the extent permitted by law so that Licensor may seek an appropriate protective order.

3. The Data and API are made available, and shall be accepted by Licensee, in an "as-is" condition without corrections or additions and without warranties of any sort, and Licensor shall not be held liable for any error in the Data and/or API or error occurring in the course of the use of the Data and/or API by Licensee. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING LICENSEE'S COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION), INFORMATIONAL CONTENT (INCLUDING RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS), NONINFRINGEMENT, OR PERFORMANCE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OF THE FOREGOING TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT, BREACH OF SECTION 2, OR LICENSEE'S INFRINGEMENT OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR MORE THAN AN AMOUNT EQUAL TO $5000; AND (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS OR EXPENSES OF ANY KIND, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

4. Either Party may immediately terminate the Agreement in the event of the other Party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors. In addition, Licensor may terminate this Agreement at any time upon delivery of written notice (email being sufficient) to Licensee. The following provisions shall survive the expiration or earlier termination of this Agreement: the audit provisions of Section 1, and Sections 2, 3, and 4. This Agreement shall be binding upon and inure to the benefit of the successors, receivers and assigns of Licensor. This Agreement shall not be assignable, except that Licensor shall be entitled to assign or otherwise transfer (by operation of law or otherwise) all or any part of its rights and obligations under this Agreement to any current or future affiliate or to any purchaser of all or substantially all of the stock or assets, or any other successor in interest to, Licensor (or its applicable division). This Agreement can be modified only by a written agreement signed by both Parties. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The Courts of the State of Wyoming shall have jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. The venue shall be the First Judicial District, Laramie County, Wyoming.

This Agreement is the complete and exclusive statement of the agreement between the Parties as to the subject matter hereof and supersedes all proposals or agreements, oral or written, and all other communications between the Parties related to the subject matter of this Agreement. As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words. This Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between the Parties for any purpose, including taxes or employee benefits. Neither Party shall be responsible for any failure or delay in performing its obligations under this Agreement if such failure or delay arises from any cause or causes beyond its reasonable control. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. The 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. 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.

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

LARAMIE COUNTY CLERK

By: _____

Name: _____

Title: _____

INFORMA BUSINESS MEDIA, INC.

By: _____
Daniel Smith (Sep 30, 2020 10:20 CDT)

Name: Daniel Smith

Title: Managing Director

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

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Final Audit Report 2020-09-30

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