

BUSINESS TAX ANALYSIS

Organization: Lexington Fayette Urban County Government, KY
 Springbrook Consultant: Jamie Nawrocki, Laura Brown, and Ida Taylor
 Session Dates: TBD- Tentative Dates: March 4-7th

On-Site Review:

An on-site review will be conducted by three Springbrook representatives. The purpose of the review is to determine specific requirements for the items on the RFP listed as needing development/customization. There will also be an in-depth review of portions of the application that are expected to be 'high volume' screens by the County. Additionally, there will be a reporting requirement review. Springbrook staff will write up the development findings that are required to complete the implementation as well as recommended features that Springbrook deems necessary to the County's success. The agenda for the trip is listed below. Please ensure the necessary staff is able to participate. The schedule is tentative and can be modified due to conflicts of schedule.

Springbrook Review:

Springbrook will review development findings internally. Feature scope and an estimate of hours will be provided per item identified. The development findings and estimates will be reviewed with the client upon completion.

Client Review:

The County will be given an opportunity to review the development findings and recommendations. The County will need to identify whether it accepts or rejects each item. A level of priority will also need to be assigned. This will assist Springbrook implementations when scheduling the appropriate time for the project. This can be further explained and discussed during the final review and acceptance.

Day One

Business Tax Master File Maintenance

Review of each master file maintenance tab

Review of Tax Types

Review of Tax Type Schedules

Review of how history may be researched

Discussion of Parent/Child and/or Affiliate Company links

Insurance Tax Collections

Hotel/Motel Tax Collections

Franchise Fee Collections

Return Entry Process

Manual Return Entry Process

Discussion of License Entry (to be continued next day)

Discussion of Infraction Entry (to be continued next day)

Discussion of Penalty and Interest posting

Discussion of Deduction Entry

Interfaces identified in RFP

OnBase document management interface
Lockbox
Accounts Payable Interface to People Soft – Refunds
General Ledger Interface to People Soft
Remittance Processor

Legacy System Review

Data Conversion Discussion (To be joined remotely by Cory Perkins, Programming Manager)

Day Two

Reporting

Required Reports by County
Required Reports by City
Statistical Reports
Daily Reporting

Letters Process

Required Letters Produced to Taxpayers
Information on Letters (format)

Infraction Processing / Reporting

Production of Letters for Infractions
Follow-up on Infraction Responses

License Process

Payment of License on Return (continued from Previous Day)
Use of License Credit toward Tax Payment
Process for Issuing License
License Approval Process
Unpaid License Process

Day Three –

Delinquent Process

Delinquent Notifications
Past Due Penalty
Interest Amount
Non-Filed Returns Process / Notifications

Refunds Process

Current Process
Forms Required
Employee Refunds from Employer Taxpayer Accounts

Web Portal Review

Feature/Function Discussion
System/Data Security and Backup Process (To be joined remotely by Ken Hoffmann, Enterprise Architect)

Day Four

8:30am – 12:00pm

Reconciliation Process

Discussion of Current Process / System Variance Analysis

Discussion of Delinquent Filers

Adjustments Process

Discussion of Current Process / System Variance Analysis

Redistribute Process

Needs Analysis Review	\$6,450
System Enhancement Analysis	\$12,000
Estimated travel expenses	\$5,235
Total	\$23,685

Payment for Analysis services is due upon signing. Travel is due as incurred according to Springbrook Travel Policy.

This Order Form shows Services Client has purchased and the amount charged for each. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the Master Agreement and the associated Addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Services do not include travel time or travel expenses. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Vendor:

By: _____

Name (Print): Tim Rosener

Title: Vice President, Corporate Development

Date: 2/4/2014

Client:

By: _____

Name (Print): Jim Gray

Title: Mayor

Date: 2-21-14

SPRINGBROOK SOFTWARE MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and Lexington Fayette Urban County Government ("Client"), a Kentucky agency having its principal place of business at 200 East Main Street, Lexington KY 40507.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda, including but not limited to the Addenda identified in Table A. This Agreement does not include any other documents unless specifically agreed to in writing by Vendor and Client in accordance with Section 9.1 of this Agreement.

Table A (Items checked are included as part of this Agreement)			
<input checked="" type="checkbox"/>	Software License Agreement Addendum	<input checked="" type="checkbox"/>	Software Maintenance Agreement
<input checked="" type="checkbox"/>	Master Order Form	<input type="checkbox"/>	Supplement to Terms and Conditions
		<input checked="" type="checkbox"/>	Hosting Agreement
		<input type="checkbox"/>	Other

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"Agreement" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"Change Order" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"Claim" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"Consulting Services" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"Documentation" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Effective Date" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"Fees" has the meaning set forth in Section 3.1 below.

"Indemnified Parties" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"Licensed Software Products" or "Vendor Software" means the machine-readable, object-code version of the software licensed by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"Product Maintenance Services" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"Order Form" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"Output" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"Products" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Licensed Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"Professional Services" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"Subscription Services" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Statement of Work" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"Taxes" has the meaning set forth in Section 3.4. **"Term"** has the meaning set forth in Section 9.1.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor

will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda, including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any Services (collectively, "Taxes"). If the Vendor is assessed Taxes or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the

termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

- (a) An authorized court or other governmental body or;
- (b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

- (a) Client's Failure to verify the appropriate use of Vendor Products and Output;
- (b) Failure of Client to verify the accuracy of Output;
- (c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;
- (d) Any data, software, or other materials provided by Client;
- (e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;
- (f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or
- (g) Client's wilful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's wilful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT

UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL

11.1 Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to Arbitration. Such arbitration shall be conducted in accordance with commercial arbitration rules then in effect for the American Arbitration Association; and both parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without

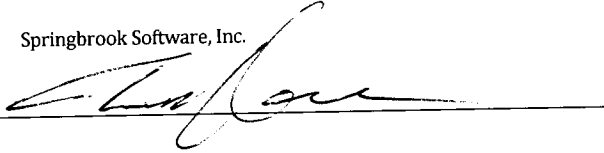
limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by

electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Vendor: Springbrook Software, Inc.

Client:

By: 

By: 

Name (Print): Tim Rosener

Name (Print): Jim Gray

Title: Vice President, Corporate Development

Title: Mayor

Date: 2/21/2014

Date: 2-21-14

SPRINGBROOK SOFTWARE SOFTWARE LICENSE AGREEMENT ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Licensed Software Products purchased by **Lexington Fayette Urban County Government, KY** ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Application" means a Licensed Software Product module as set forth on the appropriate Order Form.

"Custom" means any modification, enhancement or addition to the Licensed Software Products developed by or for Vendor for Client's use or at Client's Request.

"Enhancement" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"Escrow Agreement" means an agreement that Vendor has entered into with an appropriate escrow management firm for the storage of the current release of Vendor's Licensed Software Products. Selection of such firms and the right to change firms at any time is solely at the discretion of the Vendor.

"Material" as applied to changes to Licensed Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Licensed Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"User Materials" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Licensed Software Products.

2 GRANT OF LICENSE

2.1 Scope of License

Vendor hereby grants Client a limited, irrevocable, non-exclusive, non-transferrable license to use, copy and distribute the Licensed Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3, subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

(a) support Client's use of the Licensed Software Products under this Addendum;

(b) install, use and execute the Licensed Software Products on computers that Client owns or leases for purposes of serving Client's internal business needs;

(c) transfer Licensed Software Products to replacement hardware owned by Client. The costs for Vendor to provide any replacement media or technical assistance to accommodate the transfer are billable charges to

the Client. Client will give Vendor advance written notification of its intent to transfer licenses to new hardware; and

(d) store the Licensed Software Products machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Client's computers and associated devices.

2.2 License Restrictions

Client may only use the Licensed Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

(a) assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Licensed Software Products or Client's rights under this License Agreement with or to any third party;

(b) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Licensed Software Products;

(c) refer to or use any portion of the Licensed Software Products or User Materials as part of any effort to develop any other Licensed Software Products program; or

(d) modify the Licensed Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of License

The term of the license granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

(a) Client is current on Licensed Software Products fee Order Form; and

(b) Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

2.4 Source Code

Vendor will maintain an Escrow Agreement under which Vendor will place the source code for each major release of Vendor's Licensed Software Products. At Client's request, Vendor will add Client as a beneficiary on its Escrow Account. Client agrees to pay all fees and charges associated with adding Client as a beneficiary on the Escrow Account. Client is solely responsible for maintaining its status as a beneficiary.

3 OWNERSHIP; PROPRIETARY PROTECTION.

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Licensed Software Product, but only a limited license to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Licensed Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Licensed Software Products including

material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Vendor or any other party, subject to the rights of Client expressly granted herein.

3.1 Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;
(c) Client is using the Licensed Software Product at issue for its intended purpose; or
(d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

4 LIMITED WARRANTY.

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL

OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE LICENSED SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

5 CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the License Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Licensed Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6 CUSTOM AND ENHANCEMENTS

Vendor reserves the right at its own discretion to determine if and when any type of Enhancements or Custom modifications will be made to the Licensed Software Products.

7 THIRD PARTY SOFTWARE

To the extent any Licensed Software Product incorporates or necessarily interacts with third party software, Client agrees to either procure that third party software on terms acceptable to it or to agree and abide with the third party software provider's standard end user license agreement. Client agrees to execute any documents and take all other steps necessary to satisfy any third party licensing requirements.

8 ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor:
By: [Signature]
Name (Print): Tim Rosener
Title: Vice President, Corporate Development
Date: 2/4/2014

Client:
By: [Signature]
Name (Print): Jim Gray
Title: Mayor
Date: 2-21-14

SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by **Lexington Fayette Urban Government, KY** ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Enhancement" any change to a Licensed Software Product that the Vendor, in its sole discretion, has determined will become part of the Licensed Software Product, including any modification or addition that, when made or added to a Licensed Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Licensed Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Licensed Software Product.

"Temporary Fix" means an initial correction or "fix" to a problem in the Licensed Software Products prior to the release of an Error Correction.

"Error Correction" means either a modification or an addition that, when made or added to the Licensed Software Products, brings the Licensed Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software Products, avoids the practical adverse effect of such nonconformity.

"Maintenance Fees" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"New Product Release" means either the total rewrite of an Application or new version(s) of the Licensed Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Licensed Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT

Client has purchased certain Licensed Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Licensed Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

(a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:

- (b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions about the Licensed Software Products and help resolve issues not related to Error Corrections as defined below; and
- (c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for after hours support at Vendor's standard hourly rates for after hours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Licensed Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

- (a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Licensed Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Licensed Software Products.
- (b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.
- (c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Licensed Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.
- (d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to obtain one copy of each Major Enhancement for each copy of the Licensed Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

- (e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);
- (f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Licensed Software Products;
- (g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));
- (h) On-site installation and management services for Upgrades or Major Enhancements;
- (i) Providing or recommending internal controls or balancing Client's books;
- (j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);
- (k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);
- (l) Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
- (m) New (additional) Product license and service fees.
- (n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Licensed Software Products as installed on Client's computers or networks. This access will include the following:

- (a) An Internet connection and a static IP address that allows connectivity from Vendor support centers to the Client's servers;
- (b) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of installation of Products, troubleshooting and problem resolution;
- (c) Client will allow Vendor personnel to access servers and Products with administrative level access;
- (d) Client is responsible for maintaining the security of any access solution; and
- (e) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor offers free training at Vendor's Portland Training Center to all new

department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if Client does not provide training to all applicable users who call in to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

- (a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;
- (b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Addendum;
- (d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;
- (g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;
- (h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

- (a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and
- (b) All outstanding Maintenance Fees are paid in full. Client may choose to purchase new licenses from vendor and restart Product Maintenance Services at that point in lieu of paying all outstanding Maintenance Fees.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Licensed Software Products for purposes of

determining the parties' rights and obligations related thereto pursuant to the Software License Agreement Addendum and this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the Software License Agreement Addendum.

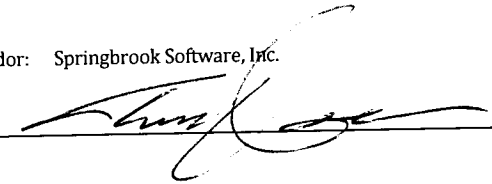
6 ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be

delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.


By: 

Name (Print): Tim Rosener

Title: Vice President, Corporate Development

Date: 2/4/2014

Client:

By: 

Name (Print): Jim Gray

Title: Mayor

Date: 2-21-14

SPRINGBROOK SOFTWARE HOSTED SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by Lexington Fayette Urban County Government, KY ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

2. **ONLINE PAYMENT SERVICES.**

- 2.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.
- 2.2. Operation of the Online Payment Services requires installation and maintenance of Licensed Software Products on servers maintained by Client on Client's premises. The Licensed Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

3. **OTHER SUBSCRIPTION SERVICES**

3.1. **General**

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor.

3.2. **Configuration**

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

3.3. **Unauthorized Use**

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

3.4. **Support for Subscription Services**

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall

otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

3.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

3.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

3.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

3.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

4. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

4.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

4.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

4.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

4.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

4.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

4.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

4.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

4.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

4.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

5. TERM: DEFAULT: RENEWAL

5.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of 12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

5.2. Termination

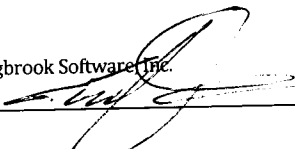
Either party may terminate this Addendum upon delivering notice of termination for any material breach of this Addendum by the other, provided such notice;

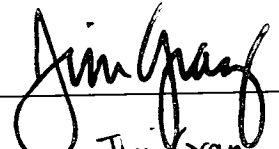
- 5.2.1. sets forth the grounds for termination, and;
- 5.2.2. gives the breaching party thirty (30) days to cure the breach, and;
- 5.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the thirty (30) day notice period, and the terminating party is notified of the cure within the notice period.
- 5.2.4.

6. ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed in duplicate by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.
 By: 
 Name (Print): Tim Rosener
 Title: Vice President, Corporate Development
 Date: 2/4/2014

Client:
 By: 
 Name (Print): Jim Gray
 Title: Mayor
 Date: 2-21-14