

**COLLECTIVE DATA
SUPPORT AGREEMENT
(QUARTERMASTER)
(SELF HOSTED)**

Agreement

This Support Agreement is between Company, as defined below, and Collective Data Incorporated (Collective Data), incorporated in the state of Iowa having a place of business at 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401.

1. Definitions

- 1.1 "Application Server" means the portion of the Software Product that contains the database used in the Software Product.
- 1.2 "Basic Support" means support provided by Collective Data at the following level:
- 1.2.1 An unlimited number of Support Requests; and
- 1.2.2 All Patches and Updates issued by Collective Data during the Support Agreement.
- 1.3 "Client Application" means the portion of the Software Product that contains the interface used by the User to interact with the Application Server.
- 1.4 "Company" means the company, entity or individual identified in the License Agreement for the Software Product.
- 1.5 "Company Modifications" means all modification of the Software Program initiated, developed and implemented by the Company or Company's agents using editors, API tools or development tools, whether provided by Collective Data or a third party.
- 1.6 "License Agreement" means the agreement between Collective Data and Company regarding use of the Software Products by Company.
- 1.7 "License Fee" means the amount of money listed in Exhibit A of the License Agreement, as increased by the value of:
- 1.7.1 any Modifications carried out by Collective Data during the previous License Period; and
- 1.7.2 any additional licensed Users added to the License Agreement.
- 1.8 "License Period" means the time period listed in Exhibit A of the License Agreement.
- 1.9 "Modification" shall mean those changes, requested by the Company and implemented by Collective Data, that affect layout, functionality or other aspects of the Software Product. Modifications include but are not limited to, adding modules, fields, or reports; eliminating or adding sections; or changing the program layout. Modifications also include ongoing or periodic importations of data into the Software Product performed by Collective Data and changes in the Software Product needed to accommodate changes in the operating system of Company computers before the release of an Upgrade.
- 1.10 "Patches" means minor modifications to the Software Product that correct an existing problem and do not add any additional functionality. Patches are provided by Collective Data at its discretion.
- 1.11 "Premium Support" means support provide by Collective Data at the following level:
- 1.11.1 An unlimited number of Support Requests;
- 1.11.2 All Patches and Updates issued by Collective Data during the Support Agreement; and

1.11.3 For License Agreements with 1-9 Users (as set in Exhibit A of the License Agreement), Company may use up to two (2) hours of web-based training with an unlimited number of people participating; or

1.11.4 For License Agreements with 10 or more Users (as set in Exhibit A of the License Agreement), Company may use up to four (4) hours of web-based training with an unlimited number of people participating.

1.12 "Software Product" means both the Application Server and Client Application, and any data generated by the Application Server or Client Application during operation of the Software Product, and includes the computer software, data, and associated media, printed materials, and "on-line" or electronic documentation, including without limitation any and all executable files, modules, add-ons, tutorials, and help files, and excludes all files containing source code.

1.13 "Support" means actions necessary to resolve any Support Request or Technical Issue that affects any Supported Product.

1.14 "Supported Product" means the current version of the Software Product for which the Company has a Support Agreement with Collective Data.

1.15 "Support Agreement" means this agreement between Collective Data and Company related to ongoing support and maintenance to be provided by Collective Data.

1.16 "Support Agreement Fee" means an amount paid by Company for the Support Agreement. The Support Agreement Fee shall be a percentage of the License Fee for the upcoming License Period.

1.17 "Support Request" means an inquiry from a User regarding operation of a Supported Product and includes questions and problems with the operation of the Supported Product, whether or not it rises to the level of a Technical Issue.

1.18 "Technical Issue" means a problem with a Supported Product that affects a major functionality of the Supported Product and includes functions not performing to specifications, corrupt data, errors appearing within a Supported Product, or missing data on reports generated by the Supported Product.

1.19 "Training" means the provision of educational services relating to the Supported Product.

1.20 "User" means an employee of Company who uses the Software Product. Other agents or contractors of Company are excluded from the definition of User. See Exhibit A for the number of licensed Users.

1.21 "User Data" means information that is input by the Users while accessing or using the Software Product.

1.22 "Updates" means minor version changes to the Software Product provided by Collective Data at its discretion. Updates do not include new modules or new software products.

1.23 "Upgrades" means major version changes to the Software Product provided by Collective Data at its discretion. Upgrades do not include new modules or new software products.

2. Services Provided by Collective Data

2.1 **Training** After the effective date of this Agreement or for any renewal, the Company shall be granted web-based Training to be used at its discretion and subject to the availability of Collective Data training resources. Training must be used during the current Term of the Support Agreement and shall not carry over into a subsequent Term.

2.2 **Modification** Company may request a Modification at any time. Any Modification carried out by Collective Data is covered under the Support Agreement in place at the time the Modification is

implemented. The Company is responsible for any cost of the requested Modification as determined by the then-current Collective Data pricing schedule. The Company understands that Modifications will increase the License Fee and also increase the cost of the Support Agreement Fee.

2.3 Support

2.3.1 Company may make unlimited number of Support Requests during the Term of this Support Agreement.

2.3.2 Collective Data will thoroughly investigate all problems reported by Company. If the problem is a Technical Issue with the Supported Product, Collective Data will make commercially reasonable efforts to correct the Technical Issue and Collective Data will provide: 1) a solution; 2) confirmation that the Software Products works per design specifications; or 3) confirmation that the problem will not be fixed.

2.3.3 Collective Data shall provide Support via telephone, email, chat room, and remote diagnosis and access tools during regular business hours (8:00 am - 5:00 pm Central Time) Monday through Friday except holidays. Collective Data support staff may provide Support for Technical Issues outside of regular business hours at its discretion or as otherwise agreed to by the Company. Collective Data shall not be required to provide in-person Support and shall use remote diagnosis tools to deliver Support. To receive Support, Company shall authorize Collective Data's use of remote diagnosis tools and access to Company's computers and networks. Collective Data may also make follow-up contact to ensure there are no outstanding Technical Issues.

2.3.4 Collective Data shall not be required to provide Support regarding hardware installation, support or maintenance, unless such hardware has been purchased from Collective Data and is still within the manufacturer's warranty period. If Company so requests, Collective Data may diagnose a hardware problem to the extent of its capability. Hardware support will be charged per call at the then-current Collective Data pricing schedule.

2.3.5 Collective Data has no obligation to support 1) a Software Product that has a Company Modification or has been altered by a third party; 2) any problem that is not a Technical Issue; 3) third-party software or 4) backup procedures. Collective Data has no obligation to support or maintain interconnectivity with third party software, except as otherwise agreed.

2.3.6 Support Requests will be prioritized by severity and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the Software Product unavailable for processing; a portion of the Software Product is unavailable; operational questions that are holding up processing; operational questions that do not interfere with normal processing; enhancement suggestions/requests and requests for custom applications.

2.4 Patches, Updates and Upgrades

2.4.1 All Patches, Updates and Upgrades, once installed, become part of the Supported Product.

2.4.2 Patches and Updates shall be provided as part of Basic and Premium Support.

2.4.3 Company shall be eligible for one free Upgrade every three (3) years provided that a Premium Support Agreement has been in place for three (3) consecutive years and the Company has paid three Premium Support Agreement Fees. Company shall otherwise purchase Upgrades.

2.4.4 Patches, Updates and Upgrades shall be electronically downloadable from Collective Data. In order to receive any Patches, Updates or Upgrades, Company must have an Internet connection and Company must grant Collective Data access to Company's computers and networks to insure proper installation of Patches, Updates and Upgrades.

2.4.5 Patches and Updates to the Software Product shall not be automatically installed unless Company chooses automatic installation. If Company does not choose automatic installation of Patches and Updates, then Company shall be solely responsible for the operation of the Software Product. Collective Data has no obligation to provide Support until the most recent Patches and Update to the Software Product have been installed.

2.4.6 Upgrades will not be automatically installed because they may require operating system changes, data migration, additional training, and/or re-implementation of any user configurations. If Company purchases an Upgrade, the parties shall coordinate any needed updating of operating systems, data migration, training, and/or re-implementation of the Software Product.

2.4.7 All Upgrades will be scheduled by Collective Data at its reasonable discretion. The cost of installation of Upgrades shall be born by Company.

2.4.8 Patches, Updates or Upgrades do not grant Company additional Training beyond what is allotted in Basic or Premium Support.

3. Responsibilities of the Company

3.1 The Company shall designate one (1) primary contact and one (1) backup contact who will interact with the Collective Data. Collective Data need not respond to or interact with any Company employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Company's computer systems and the Software Product to be able to assist Collective Data in resolving Technical Issues. Failure of Company to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the Support provided.

3.2 When reporting a Technical Issue, Company shall provide as accurate and complete description as possible including 1) details of what menu item or module was being accessed, 2) what Company was attempting to do, 3) the exact error message text as well as any other pertinent details. Company shall assist in Technical Issue resolution by providing copies of reports and/or files deemed necessary by Collective Data, via email or uploading files to Collective Data. All materials provided by Company during resolution of Technical Issues shall be considered confidential by Collective Data.

3.3 At all times, Company shall maintain daily backups of current data files and as recommended by Collective Data. Company shall also insure the secured storage of any media containing Software Product provided by Collective Data.

4. **Support for Company Modification** Collective Data will provide reasonable support on editors, API tools and development tools provided by Collective Data. Collective Data will provide additional support in installing these Company Modifications. Collective Data shall not be required to support third party editors, API tools or development tools nor shall Collective Data be required to support Company Modifications utilizing third party editors, API tools or development tools. Company may choose to enter into a Professional Services Agreement with Collective Data to support such Company Modifications.

5. Title to and ownership of all materials and information first developed or created by Collective Data during the provision of Support to Company and all proprietary rights therein shall at all times remain with Collective Data.

6. Proprietary Information

6.1 In order to perform the Professional Services under this Agreement, one party ("the Disclosing Party") may, from time to time, disclose to the other party ("the Receiving Party") certain information respecting the Disclosing Party's technical, financial, statistical and personnel data, (hereinafter "Information"). Any such Information, which is submitted in writing to Receiving Party by the Disclosing Party and which is clearly and conspicuously marked as proprietary or confidential, shall be protected by

Receiving Party against unauthorized disclosure by using the same degree of care of discretion that Receiving Party uses with similar Information which Receiving Party does not want disclosed to third parties. Receiving Party further agrees to use Information only for the purpose of carrying out its obligations under the Support Agreement. However, Receiving Party shall not be required to protect Information which (i) is or becomes publicly available, (ii) is already in Receiving Party's or its related companies' possession, (iii) is independently developed by Receiving Party or its related companies outside the scope of this Professional Services Agreement, or (iv) is rightfully obtained from third parties. Receiving Party's obligations under this paragraph shall cease immediately upon return to Disclosing Party of such Information. Information shall remain the sole property of the Disclosing Party

6.2 Receiving Party shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Support Agreement, other than to maintain the Information as confidential.

7. **Term** This Support Agreement shall be coterminous with the License Period.

8. **Support Agreement Fee**

8.1 After the initial License Period, Company shall pay to Collective Data:

8.1.1 a Support Agreement Fee equal to 15% of the License Fee for Basic Support; or

8.1.2 a Support Agreement Fee equal to 25% of the License Fee for Premium Support.

8.2 Payments shall be made at the beginning of each License Period after the initial License Period.

9. **Remaining Terms** Terms of the License Agreement that do not contradict terms in this Agreement are incorporated by reference into this Agreement.

Collective Data

By: Caroline Bidenar

Name: Caroline Bidenar

Position: Vice President

Date: 1/21/16

Company: LFUCG

By: Jim Gray

Name: Jim Gray

Position: Mayor

Date: 17-Mar-16

COLLECTIVE DATA
END USER LICENSE AGREEMENT (EULA)
(QUARTERMASTER)
(SELF-HOSTED)

Agreement

This License Agreement is between Company, as defined below, and Collective Data Incorporated (Collective Data), incorporated in the state of Iowa having a place of business at 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401.

1. Definitions

- 1.1 “Application Server” means the portion of the Software Product that acts as the license authentication and application server used in the Software Product.
- 1.2 “Client Application” means the portion of the Software Product that contains the interface used by the User to interact with the Application Server. The Client Application may be an add-on to an existing third party software product (e.g. a browser plug-in), a stand-alone software product, or an existing third party software with access credentials provided by Collective Data. (e.g. a password protected website accessible by a browser).
- 1.3 “Company” means the company, entity or individual whose funds are used to pay the license fee or who has otherwise acquired the Software Product.
- 1.4 “License Fee” means the amount of money listed in Exhibit A and received by Collective Data for the License granted below.
- 1.5 “License Period” means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.6 “Modification” shall mean those changes, requested by the Company and implemented by Collective Data, that affect layout, functionality or other aspects of the Software Product. Modifications include but are not limited to, adding modules, fields, or reports; eliminating or adding sections; or changing the program layout. Modifications also include ongoing or periodic importations of data into the Software Product performed by Collective Data and changes in the Software Product needed to accommodate changes in the operating system of Company computers before the release of an Upgrade.
- 1.7 “Patches” means minor modifications to the Software Product that correct an existing problem and do not add any additional functionality. Patches are provided by Collective Data at its discretion.
- 1.8 “Software Product” means both the Application Server and Client Application, and any data generated by the Application Server or Client Application during operation of the Software Product, and includes the computer software, data, and associated media, printed materials, and “on-line” or electronic documentation, including without limitation any and all executable files, add-ons, tutorials, and help files, and excludes all files containing source code.
- 1.9 “Support Services” means services provided by Collective Data under a separate agreement between Collective Data and Company related to ongoing support and maintenance.
- 1.10 “Use” means storing, loading (whether into temporary memory (i.e., RAM) or into permanent memory (e.g., hard disk, CD-ROM or other storage device)), installing, executing or displaying the Software Product.
- 1.11 “User” means an employee of Company who uses the Software Product. Other agents or

contractors of Company are excluded from the definition of User. See Exhibit A for the number of licensed Users.

1.12 “User Data” means information that is input by the Users while accessing or using the Software Product.

1.13 “Updates” means minor version changes to the Software Product provided by Collective Data at its discretion. Updates do not include new modules or new software products.

1.14 “Upgrades” means major version changes to the Software Product provided by Collective Data at its discretion. Upgrades do not include new modules or new software products.

2. **Grant of License**

2.1 Collective Data grants Company the non-exclusive, non-sub-licensable, limited right 1) to install one copy of the Application Server on one computer or virtual machine owned or controlled by the Company; 2) to install an unlimited number of copies of the Client Application on computers or virtual machines owned or controlled by the Company; and 3) to permit up to the number of Users to Use the Software Product for which the License Fee has been paid for the License Period.

2.2 Collective Data grants Company the non-exclusive, non-sub-licensable, limited right to use the Software Product to make, reproduce, publicly display, distribute or otherwise use Generated Data, where Generated Data means any report created by a User from User Data, but only for Company’s internal business purposes.

2.3 All rights not specifically granted under this License are reserved by Collective Data.

3. **Restrictions and Obligations**

3.1 Company agrees, except as expressly permitted in the License, the Software Product may not be used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Company may not remove any proprietary notices, marks or labels from the Software Product.

3.2 To the extent that Company has access to the source code of Software Product, Company acknowledges that the source code remains a confidential trade secret of Collective Data. Company agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

3.3 Company agrees not to reverse-engineer, de-compile or disassemble the Software Product, or make any attempt to discover the source code to the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.4 Company agrees to not attempt to break or evade any access controls, copy-control protections or encryption utilized in the Software Product.

3.5 Company agrees not to assist others in doing what the Company is prohibited from doing.

3.6 Company agrees that it shall have the sole obligation to make any back-up of User Data for itself and that Collective Data has no obligation to make backups of User Data.

4. **Patches, Updates, Upgrades and Modifications** Company shall have no right to receive Patches, Updates, Upgrades or Modifications under this License Agreement. However, to the extent that Company does receive Patches, Updates, Upgrades or Modifications from Collective Data as part of Support Services, those Patches, Updates, Upgrades and Modifications shall be considered part of the Software Product and Company’s rights in Patches, Updates, Upgrades, and Modifications shall be

governed by the then existing version of this License Agreement.

5. **Ownership**

5.1 Title, ownership rights and intellectual property rights in and to the Software Product shall remain with Collective Data and are protected by US and international laws and treaties. The Software Product is licensed, not sold. There is no transfer to Company of any title to or ownership of the Software Product.

5.2 Title, ownership rights and intellectual property rights in User Data shall remain with Company.

6. **Transfer of Software Product** Company may transfer all Company's rights under this License Agreement on a permanent basis only, provided Company 1) retains no copies, 2) Company transfers the License Agreement, the corresponding serial number (if applicable) and all the Software Product (including without limitation all component parts, media and printed materials, and any Patches, Updates, Upgrades, and Modifications), and 3) the recipient agrees to all the terms and conditions of this License Agreement. If the Software Product incorporates Upgrades or Modifications, any transfer must include the latest release, all prior versions and any prior products used to obtain the Software Product.

7. **Termination of License** This License Agreement is in effect until terminated or the end of the License Period. Company may terminate it at any time by destroying the Software Product and all copies Company has made. Without prejudice to any other rights, Collective Data may terminate this License Agreement if Company fails to comply with any term or condition of this License Agreement. Collective Data is not obligated to provide an opportunity to cure. Upon termination or the end of the License Period, Company agrees to destroy the Software Product and all copies Company has made.

8. **Access by Collective Data** Collective Data shall have no right to access the Software Product unless access is granted by Company.

9. **Reports and Audit Rights** Company shall institute reasonable measures to ensure compliance with the terms and conditions of this License Agreement. Upon Collective Data's reasonable request, Company agrees to provide reports relating to Company's use of the Software Product as necessary to demonstrate Company's compliance with the terms and conditions of this License Agreement. Company further agrees that Collective Data has the right, upon reasonable prior notice, to audit Company's records and inspect Company's facilities to verify Company's compliance with the terms and conditions of this License Agreement, in particular to insure that no more than the number of licensed Users are using the Software Product.

10. **Software Product Limited Warranty** To the original customer only, Collective Data provides the following warranties:

10.1 **Limited Warranty** COLLECTIVE DATA WARRANTS THAT FOR AS LONG AS A SUPPORT AGREEMENT IS IN PLACE BETWEEN COLLECTIVE DATA AND COMPANY ("WARRANTY PERIOD") AS EVIDENCED BY COMPANY'S RECEIPT OR OTHER PROOF OF PURCHASE (i) THE SOFTWARE PRODUCT, UNLESS MODIFIED OR OTHERWISE ALTERED BY COMPANY, WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE PUBLISHED SPECIFICATIONS FOR THE SOFTWARE PRODUCT, AND (ii) THE MEDIA ON WHICH THE SOFTWARE PRODUCT IS FURNISHED, IF ANY, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. Collective Data does not warrant that the Software Product will meet Company's requirements or that Use of the Software Product will be uninterrupted or error-free. Collective Data is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the Software Product, nor for problems in the interaction of the Software Product with non-Collective Data software products. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Company. The Limited Warranty gives Company

specific legal rights. Company may have others.

10.2 Exclusive Remedy Collective Data's entire liability, and Company's exclusive remedy, shall be, at Collective Data's option, either (a) replacement of the defective media, (b) repair or replacement of the Software Product that does not meet Collective Data's Limited Warranty, or (c) return of the License Fee paid and termination of this License Agreement. This remedy is subject to return of the Software Product to Collective Data with a copy of Company's receipt within the Warranty Period or, solely for Software Product that was obtained electronically via "electronic software distribution", to delivery to Collective Data of a Collective Data -approved "certification of destruction" together with proof of purchase within the Warranty Period. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

10.3 Ownership Collective Data warrants that it owns the Software Product or otherwise has sufficient rights to grant Company the license in this License Agreement.

10.4 Third Party Claims Collective Data warrants that, at the time of this License Agreement, it is not aware of claims that the Software Product infringes any right of a third party

10.5 No Other Warranties THE ABOVE WARRANTIES ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLECTIVE DATA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COLLECTIVE DATA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

10.6 No Liability for Damages EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLLECTIVE DATA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF COLLECTIVE DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. COMPANY ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this License Agreement, Collective Data's entire liability under any provision of this License Agreement shall be limited to the greater of the amount actually paid by Company to license the Software Product and Five United States Dollars (US\$5.00), or, in the case of Support Services, providing such Support Services again or refunding the cost thereof. Because some jurisdictions do not allow the exclusion or

limitation of liability for consequential or incidental damages, the above limitation may not apply to Company. Provided, however, Collective Data will be responsible for property damages and personal injury caused by its employees while on Company property.

10.7 Infringement Indemnity Collective Data shall defend, indemnify, and hold Company harmless from and against any loss, liability, cost, or expense, including reasonable attorney's fees, which may be incurred by Company against any claims, actions, or demands by a third party alleging that the Software Product infringes a U.S. copyright or trademark, provided: (a) Company promptly notify Collective Data in writing of the claim; (b) Company provide documents clearly describing the allegations of infringement; (c) Collective Data has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and (d) Company cooperates fully in the defense of the claim.

10.7.1 If the Software Product is found to infringe a U.S. copyright or trademark, Collective Data shall, in its sole discretion, take commercially reasonable steps to obtain the necessary rights or modify the Software Product. In the alternative, Collective Data may terminate this License Agreement and Company shall uninstall the Software Product. Collective Data's liability shall then be to indemnify Company as above and refund a pro-rata portion of any License Fee paid by Company for the Software Product. No refund shall be paid for any price paid by Company for Support Services.

10.7.2 Collective Data shall have no obligation to defend Company or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the Software Product by (a) combination of or integration with a product, process, or system not supplied by Collective Data; (b) material alteration by anyone other than Collective Data; (c) use after Company have been notified of possible infringement; or (d) use after modifications are provided or this License Agreement is terminated.

10.8 Failure to Back-up Hold Harmless To the extent allowable by law, Company shall hold Collective Data harmless from and against any loss, liability, cost, or expense, including reasonable attorney's fees, which may be incurred by Company due to Company's failure to back-up its User Data. This is not deemed a waiver of sovereign immunity or any other third party defense available to Company.

11. US Government Restricted Rights The Software Product and documentation are provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The contractor/manufacturer is Collective Data, 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401, USA.

12. Marketing Company agrees that Collective Data may use Company's name, but not Company's logos or seals in Collective Data's promotional materials, during the License Period. Collective Data shall notify Company of such uses and Company shall have five (5) days to offer advice on proper usage of such names. Collective Data shall adopt such advice to the extent it is reasonable, but shall not be forced to cease using Company's name.

13. Export Restrictions Company may not export or re-export the Software Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. Company is solely responsible for its compliance with all United States and other applicable export laws and regulations. By Use of the Software Product, Company is specifically agreeing to the foregoing and Company is representing and warranting that Company is in compliance with such laws and regulations.

14. Entire Agreement This License Agreement, and any Support Agreement, constitutes the entire agreement between Collective Data and Company with regard to the Software Product and supersedes

any and all prior agreements on this topic. This License Agreement shall not be modified except by a written agreement between authorized representatives of Collective Data and Company.

15. **Severability** If a court of competent jurisdiction determines that a provision of this License Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction

16. **Governing Law** This License Agreement is governed by the laws of the Commonwealth of Kentucky and applicable U.S. federal law and the state and federal courts located in Fayette County, Kentucky, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

Collective Data

Company:

By:

Caroline Biderour

By:

Jim Gray

Name:

Caroline Biderour

Name:

Jim Gray

Position:

Vice President

Position:

Mayor

Date:

1/21/16

Date:

17-Mar-2016

Exhibit A

License Fee: _____

Number of Users covered by the License: _____

License Period: _____

[In the alternative, use Quote as Exhibit A]



QUOTE

Lexington Police Dept.
Dwayne Holman

Quote #: 4663.1
Date: 12/21/2015
Expiration Date: 01/31/2016

Item	Price
collectiveQuartermaster	\$9,000.00

Your system will include:

- * 5 concurrent users
- * 1 year of technical support and software updates

The standard features of collectiveQuartermaster include:

*Item Inventory Management

- Min/Max Quantities
- Serial No's
- Expiration Dates
- Inventory Values based on purchase history

*Item Ordering

- Quantities, costs, and vendor information
- Grant or Fund information
- Vendor details

*Check in/Check out to personnel

- Issuance History Maintained
- Barcode Scanner Compatible

*Employee Item Request View

*Employee Management

- Scheduled License/Certification renewal
- Issued items list
- Details such as service years, uniform sizes, to make ordering easier

* Pre-built reports

- Issue History By Employee with costs for certain date ranges
- Item Reorder list by Vendor
- Receipt of items issued for Employees
- Expiring or Overdue Items list
- Vendor Purchase History
- Employee License/Certification Renewal Schedule
- Inventory totals and values for a date range
- Many more
- All reports can be exported or emailed directly from the system

Technical Features:

- * Comprehensive reporting (including charts and graphs)
- * Ad-hoc report builder (simple custom report generation)
- * System Entirely Barcode compatible
- * Import/export data easily through .csv files
- * Powerful data queries and filtering

Quote # 4663



QUOTE

Quote #: 4663.1
Date: 12/21/2015

- * Configurable to allow changes to the interface, fields, or workflow to better suit you specific needs today or down the road
- * 2 Hours of Configuration to Views/Reports or Security Roles included

\$3,500.00

Active Directory

Less discounts

-\$3,500.00

*Discounted 100% if client provides case study once success is seen

Supports existing user management by allowing users to log into Collective Data software through Windows Active Directory authentication. Benefit from having one source for passwords, user deletion, etc. that are all updated and synced with Collective Data software automatically.

Employee data such as name, email, division, and more can be set up to sync nightly or on login to the software.

For desktop clients, single sign on is supported in a windows environment.

\$2,500.00

Object Revolution

Object Revolution allows you to configure the software to meet the needs of your specific organization. Changing the name of a field label is as easy as right-clicking, as well as many other capabilities. Having this option will allow your software to grow as your organization grows, as well as help give you the perfect solution that fits your business hierarchy.

- * Add an unlimited number of user-defined fields
- * Re-label fields and objects
- * Define properties for fields including the default values, edit options, required and unique edits
- * Define the column lists for the drop down object selector
- * Define the fields that make up an object's display string
- * Define the fields that make up the "Quick Find" feature
- * Define the fields that make up the "Quick Add" feature

\$2,500.00

System Event Notifications

System Event Notifications is an automation tool that allows you to deliver custom email notifications as well as emails with reports attached automatically, based on certain events or thresholds within the system. If you're looking for a way to automate information and data delivery, this is what can make it a reality.

Included with System Event Notifications are the following stock reports that will be emailed on a timed basis or threshold that you set:

- * Employee Licensing Due/Overdue
- * Issued Items Expiring/Expired List
- * Overdue Issued Items List (By Employee)
- * Items Needing Reorder
- * Officer Item Request Alert

Beyond those stock options, you have the ability to create an unlimited number of email notifications



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that occur off events in the system. You can also send emails that have a report attached:

- * Conditionally email reports to one or more recipients based on user-configured exceptions
- * Automatically email any report in the system to specified recipients on a timed basis such as monthly, weekly, daily, etc.
- * Send emails that contain .ics calendar files for scheduling events

Two hours of web-based training with Collective Data are included to help you learn how to create your own notifications.

Training - On Site: Training at Customer Premises

\$4,500.00

2 Consecutive Days of On-Site End User Training and Implementation. Eight (8) hour days, includes all travel expenses.

Includes a two (2) hour web training session for each consecutive on-site training day, to be used within six months of the on-site training.

Training to be scheduled after final delivery of user system with a 3 week minimum lead time.

Final payment must be received prior to scheduling on site training. Must use training services within 12 months.

Your Investment: \$18,500.00

Optional Products/Services

Premium Software Support - Annual Renewal

\$4,375.00

Optional Premium Support Starting 1 Year from initial delivery date of application.

Your premium support contract includes:

- * Technical support staff available from 8-5 PM (Central), Monday through Friday
- * Support via: phone, email and Online Support Center
- * Free online training webinars
- * Software maintenance updates/bug fixes as well as general improvements.
- * Free version upgrade every 3 years. Must be on the premium support contract for 3 consecutive years to be eligible.
- * 2-4 hours of web-based training based on the number of concurrent users.
- * Account Review each year to rediscover needs, pros and cons of software in your environment and guaranteed free development to help software adapt to you

With the current quote, this would calculate to be \$4375.00 per year

Coverage Dates:



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The price of your Premium Support agreement is calculated at 25% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application.

Circle choice for optional product: *Accept / Decline*

Optional Product Total: _____

Quote Total: _____

Quote prepared by:
Jon Sullivan
jsullivan@collectivedata.com
319-362-1993 x2121
Fax 319-364-4306

To accept this quote, please e-mail this signed document to: sales@collectivedata.com or fax to 319-364-4306.

Print Name: _____
Signature: _____
Jim Gray

We appreciate your business!

Here are some additional things you need to know regarding this quote:

- * Client agrees to allow Collective Data to create a case study describing either a problem/resolution scenario or a scenario demonstrating ROI as provided by the application. Collective Data will provide the client a list of questions to answer and Collective Data will perform the write-up. Upon completion, client will have final approval of the case study before distribution. The client will not be asked to perform a case study unless satisfied with the application.
- * All pricing is in US Dollars and all payments must be made in US Dollars.
- * The price of your premium support agreement is calculated at 25% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application.
- * The pricing listed in this quote is based on the products and services as described. Any additions, alterations, reconfigurations or changes of any nature to the products and services quoted herein may require a recalculation of price.
- * Standard Payment Terms: 75% of total price of software and services listed on the purchase agreement are invoiced upon receipt of signed agreement, remaining 25% of listed amount will be invoiced upon delivery. All projects are prioritized based on payment received date.
- * All training requires advanced payment prior to scheduling the date. Price quoted reflects training fees only. Onsite training must be



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scheduled a minimum of 3 weeks in advance and 4 weeks for out of the country. Additional fees may apply to travel outside of the continental United States and Canada.

- * The information in this document is confidential to the company to whom it is addressed and should not be disclosed to any other person or organization.

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