



Bowman Systems

Software and Data Support for Human Services

This Agreement is made and effective as of this the 15th day of February, 2015, (the "Effective Date") between Bowman Systems L.L.C. (hereinafter referred to as "BOWMAN"), 333 Texas Street, Suite 300, Shreveport, Louisiana 71101 and Lexington-Fayette Urban County Government, Department of Social Services (hereinafter referred to as "CLIENT") with a permanent address of 200 East Main Street, Suite 328, Lexington, Kentucky 40507.

WHEREAS, BOWMAN has developed or otherwise is the owner of certain software products and know-how that manages data and information provided via company intranets and World Wide Web based portals and sites;

WHEREAS, CLIENT desires to obtain from BOWMAN the right to use certain of BOWMAN's software products and professional services to manage and maintain its data and information;

NOW, THEREFORE, in consideration of the premises and in further consideration of the performance of the terms and provisions herein contained, as well as other good and valuable consideration, BOWMAN and CLIENT do hereby contract and agree as follows:

I. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings and other defined terms shall have the meanings that elsewhere may be set forth herein, in any Rider hereto, CLIENT's Request for Proposal and BOWMAN's subsequent Response to Request for Proposal:

1. **Act** refers to the federal Copyright Act, as it may be amended from time to time hereafter.
2. **Administrative End User** refers to end users who may be system administrators for CLIENT and who have administrative access to the Web Sites and are responsible for setting up CLIENT's security structure, assigning and maintaining lists of passwords and end users, are responsible for all data, data input and data management, and are responsible for End User License Agreement management, execution, and issuance
3. **Agency End User** refers to agencies and personnel of, or directly contracted by, an agency who have access to the Web Sites to enter or to manage CLIENT data. It does not refer to private persons or members of the public who have access to the Web Sites and who may also therein enter information, depending on the Software Program licensed for use by CLIENT.
4. **Agreement** refers to this Software and Services Master Agreement and all Riders entered into by and between BOWMAN and CLIENT pursuant to this Agreement, whether contemporaneously herewith or hereafter.
5. **Bowman Copyright** means the copyright BOWMAN now or hereafter has on and to the software and applications it has developed, including the Software Programs and shall be indicated as follows: "Copyright © Bowman Systems, L.L.C.," referencing the apposite year.
6. **Bowman Published Pricing** means the rates set and published from time to time by BOWMAN for its Software Products and Services.
7. **Documentation** means tangible descriptions of the functionality and use of the Software Programs.
8. **End User** means any person who uses or accesses the Software Programs or the Web Sites.
9. **End User License Agreement** or EULA means the end user license agreement to which CLIENT must ensure that all End Users consent prior to using or to accessing the Software Programs and the Web Sites. Such agreement may be in hard copy form, a "click-wrap" license, or set forth in the Terms of Use Section.
10. **Fees** mean all fees, charges, costs, and expenses due to BOWMAN from CLIENT pursuant to this Agreement and any and all Riders.
11. **Hosting** means the act of storing the Software Programs and the Web Sites on a Server within a network.
12. **Know-How** means all of BOWMAN's knowledge and includes Services and the results of such Services, as well as any and all software ideas, processes, methods, programming aids or flow charts developed, prepared, conceived, made or suggested by CLIENT, BOWMAN, their employees or third parties hired by either or both of them, under or related to the performance of this Agreement and the use of the Software Products, including all such developments as are originated or conceived before, after, or during the Term and are completed or reduced to practice thereafter.
13. **Initial Term** means the first 36 months of this Agreement commencing as of the Effective Date.

BOWMAN and CLIENT agree to an additional 12 month automatic renewal of this Agreement unless prior notice to terminate has been given.

14. **Intellectual Property** means all forms of BOWMAN's intellectual property, including without limitation, Trade Secrets, Trade Rights, Know-How, Software Products, Work Product, goodwill, moral

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rights, copyrights, and patents, in existence now or hereafter. Moral rights shall mean BOWMAN's rights to have its intellectual property properly attributed and the right to object to distortion or alteration of its intellectual property that would be prejudicial to its reputation.

15. License and Licenses refer to the license and/or licenses granted by this Agreement.

16. Modification means any software program that (1) is derivative of or interfacing with the source code of any of the Software Programs or any software owned by BOWMAN; (2) emulates or performs substantially the same functions as the Software Programs or any software owned by BOWMAN or any source code of any of such software; or (3) results from the merger of the source code of any of the Software Programs or any software owned by BOWMAN with other software. It also includes any copies, modifications, or enhancements of the Software Programs, and any trade rights, moral rights or copyrights therein.

17. Pricing Tables means the written pricing tables BOWMAN provides to CLIENT that outline the Fees for Software Products and Services purchased by CLIENT.

18. Renewal Term means each additional period of time for which this Agreement is renewed pursuant to the terms hereof, with the first renewal period measured from the expiration of the Initial Term, and the remaining periods measured from the expiration of the immediately preceding the original period.

19. Restricted Use Software means pre-production, developmental, demonstration, evaluation, and beta Software Programs.

20. Riders refer to all riders now or hereafter prepared by BOWMAN and signed by CLIENT for purposes of CLIENT purchasing or obtaining Software Products, Services and Licenses.

21. Server means the computer(s) onto which the Software Programs and the Web Sites are to be installed by BOWMAN for use by CLIENT.

22. Services mean the professional, consulting, implementation, training, and support services of BOWMAN obtained by CLIENT from BOWMAN pursuant to this Agreement and comprise apart of Know-How even if modified, augmented, enhanced, or supplemented by input, suggestion, information, or by feedback originated by CLIENT during its use of or in anticipation of its use of the Software Products, including all such information provided by CLIENT to BOWMAN prior to the Effective Date.

23. Software Products mean collectively the Software Programs, together with all Documentation and Know-How, licensed for use by CLIENT from BOWMAN from time to time under this Agreement and includes any updates, modifications or improvements made thereto.

24. Software Programs mean the software and applications of BOWMAN licensed for use by CLIENT from BOWMAN from time to time under this Agreement and includes any updates, modifications or improvements made to such software and applications.

25. Term is length of time this Agreement is effective and is the Initial Term and all Renewal Terms.

26. Terms of Use means the terms and conditions that govern the use of and access to the Software Programs and the Web Sites by all End Users.

27. Terms of Use Section means the section of the Web Sites which set forth the Terms of Use.

28. Trade Rights means BOWMAN's trademarks, service marks, trade names, service names, trade dress, logos, Software Program logos, business slogans, and commercial symbols, as any of them may be unilaterally amended from time to time by BOWMAN, and whether any are registered or not, and includes good will.

29. Trade Secrets means all of BOWMAN's specifications, documentation, technical data, sales information, quantity and quality of Software Products marketed or licensed, product and process information, marketing techniques and plans, returns, unannounced products, beta software, product and process information, customer lists and information, results of audits and information acquired during an audit and source code related to the products and services owned or provided by BOWMAN.

30. Web Site means the content of the CLIENT intranet or world wide web based site or portal related to CLIENT's licensed use of the Software Programs.

31. Work Product means any and all software ideas, enhancements to functionality, processes, methods, programming aids or flowcharts, documentation, and white paper developed, prepared, conceived, made or suggested by CLIENT, BOWMAN, their employees or third parties hired by either or both under or related to the performance or use of the Software Programs or the License(s) granted hereunder, including all such developments as are originated or conceived during the Term of this Agreement but are completed or reduced to practice thereafter.

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II. OWNERSHIP

- Title.** BOWMAN owns the Software Products, Software Programs, and Intellectual Property. CLIENT acknowledges that the same are and shall remain the sole and exclusive property of BOWMAN. Nothing in this Agreement will be deemed to constitute a transfer by BOWMAN of its title in and to any of the foregoing.
- Modifications.** All Modifications whether developed singly or jointly by CLIENT, BOWMAN, their employees or third parties hired by either or both will be and remain the property of BOWMAN, regardless of whether CLIENT pays for such Modifications and CLIENT shall be due no compensation therefore. Any and all rights, title, and ownership interests that CLIENT and/or its employees may have in and to such Modifications or any tangible media embodying such Modifications are hereby assigned to BOWMAN. CLIENT shall not copy, modify, enhance, or make derivative works of the Software Products or Intellectual Property.
- Work Product.** All Work Product is and will be deemed to be a "work for hire" if consistent with the requirements of U.S. Code, Title 17, Chapter 1, § 101 and are, will be, and remain the exclusive property of BOWMAN, regardless of whether CLIENT pays for same and whether or not deemed to be a "work for hire" within the meaning of U.S. Code, Title 17, Chapter 1, § 101; and any and all rights, title, and ownership interests, including copyright, that CLIENT, its employees, or third parties engaged by CLIENT to assist its use of the Software Products, may have in and to such Work Product or any tangible media embodying such Work Product are hereby assigned to BOWMAN, and CLIENT and any third party engaged by CLIENT shall be due no compensation therefore.

III. TERM and FEES

- Term, Initial Term, and Renewal Terms.** The Term of this Agreement is the Initial Term and all Renewal Terms. At the end of the Initial Term, this Agreement will automatically renew for successive Renewal Terms, unless a party gives written notice of termination to the other party not less than thirty (30) days prior to the end of the Initial Term or the particular Renewal Term, as the case may be. The Fees applicable during each Renewal Term for all additional Licenses, including End User licenses, Software Products, and Services, shall be based on rates determined at the then Bowman Published Pricing.
- Fees and Payment.** CLIENT shall pay BOWMAN all Fees promptly when due. CLIENT will pay one and one-half (1-1/2 %) per cent interest per month (18% annual) or the maximum annual interest rate allowable by controlling law to be charged CLIENT, whichever is less, on any past due or delinquent Fees.

IV. GRANT OF LICENSE AND TERMS OF USE.

- License.** Subject to the terms and conditions of this Agreement, BOWMAN grants to CLIENT during and for the Term a non-exclusive, non-transferable license to load the Software Programs onto Server, to use and to access the loaded Software Programs and the Web Sites, and to make available their use to the number of End Users permitted in writing by BOWMAN.
- Implementation.** Implementation and support of the Software Programs require full cooperation of CLIENT for the implementation process, including training, and support and the provision of Services to CLIENT.
- Restrictions on Use.** CLIENT may use the Software Programs, Software Products, and the Web Sites only for and in connection with its legitimate operations. CLIENT may not rent, sublicense, assign, transfer, sell, license or grant any rights to or interest in the Software Products to any person, or otherwise make same available to third parties or use the Software Products to violate third party rights. CLIENT must comply with each of the terms and conditions of this Agreement. CLIENT may use the Software Products only within the United States and Puerto Rico. CLIENT may not engage the services of any third party to assist it in its use of the Software Products without obtaining BOWMAN's prior written consent and executing and causing to be executed such agreements that BOWMAN may, in its sole discretion, require from CLIENT or any such third party. CLIENT is prohibited from permitting the use of the Software Products on any Server or computer that is not a CLIENT or BOWMAN owned Server or computer and from permitting the linkage of any CLIENT Server or computer using the Software Products with a computer or server that is not CLIENT or BOWMAN owned, unless (1) the prior written consent of



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BOWMAN shall have been obtained, and (2) CLIENT will have first successfully and at its own expense implemented those security measures, if any, required by BOWMAN for such linkage.

4. Trade Rights and other matters. CLIENT will not, and will not permit any person to, alter or delete any intellectual property rights notices, Trade Rights, or any EULA or Terms of Use included in the Software Programs or Software Products or contained in any content of a Web Site made by CLIENT's use of those Software Programs. CLIENT shall not acquire any right to any of the Trade Rights or other form of BOWMAN's intellectual or commercial property. CLIENT shall not remove, delete, or in any manner alter the Trademarks, Trade Rights or other intellectual property rights notices of BOWMAN's or of any third person appearing on the Software Products, or the materials or Web Sites generated by CLIENT's use thereof. BOWMAN may from time to time discontinue or modify its Trade Rights, add new ones, and revise these instructions, or those BOWMAN may from time to time hereafter issue, to protect the standards of quality established for BOWMAN's goods and services marketed and/or licensed under its Trade Rights.

5. Hosting. For purposes of this section, the term 'server' includes without limitation the Server. BOWMAN's servers and network may not be used for illegal purposes, or in support of illegal activities. BOWMAN reserves the right to cooperate with legal authorities or injured third parties in the investigation or any suspected crime or civil wrong. Activities which are prohibited include, but are not limited to, unauthorized copying of material, transmittal of chain letters, threatening bodily harm or property damage of individual groups, making fraudulent offers of products, items, or services originating from CLIENT's account or any End User, attempting to access the accounts of others or attempting to penetrate BOWMAN's servers or networks, whether or not the intrusion results in loss of data, or distributing viruses or bulk e-mail through BOWMAN's servers or networks.

6. End Users. CLIENT is responsible for all access to and use of the Software Programs and the Web Sites by all End Users and for ensuring that no End User's use of or access to the same (i) will violate this Agreement or (ii) would constitute a violation of this Agreement were the conduct of the End User committed by CLIENT. CLIENT is obligated to have all End Users agree, prior to accessing or using the pertinent Software Program or Web Site, to and comply with the applicable End User License Agreements and Terms of Use Section as either may be amended from time to time by BOWMAN in its sole and unfettered discretion, whether through a "click-wrap" license, a signed written EULA, or the inclusion of a Terms of Use Section, prior to End User's use or access to the Software Programs. In the event the Software Program licensed to CLIENT permits CLIENT to make a Web Site available to the public for members of the public to access and to use, CLIENT is responsible for the conduct of any person who accesses such Web Site and CLIENT must maintain on such Web Site a Terms of Use Section. Any End User who does not agree to the applicable EULA or the Terms of Use Section must be denied access by CLIENT to the Software Programs or the Web Site. CLIENT will not, and will not permit any person to, alter or delete any EULA or Terms of Use Section included in the Software Programs or contained in any content of the Web Sites that embody Software Programs, without the prior written consent of BOWMAN.

7. Agency End User Information Disclosure. CLIENT shall provide to BOWMAN upon request all contact and profile information of all Agency End Users and BOWMAN may contact such agencies or their personnel from time to time for any business purposes. CLIENT shall permit no agency or its personnel to be an End User in the event the agency refuses to provide such information.

8. Administrative End Users. CLIENT shall provide to BOWMAN upon request the list of all Administrative End Users, identifying them by name, employer, address, telephone number and email, and user names and passwords.

9. Data Input and Management. CLIENT is responsible for all information and data input by it and End Users and all output generated in connection with its use of the Software Products, and for maintaining such information, output, and data. CLIENT owns all data input and generated by the use of the Software Products by it and End Users. This does not include information regarding any social services or other agency, nor does it include any enhancements to the functionality of the Software Programs that CLIENT may use or develop, which include any CLIENT developed questionnaires or assessments or changes to the framework of the Software Programs, it being expressly agreed that all enhancements and changes belong to BOWMAN. CLIENT is responsible for all content of the Web Site made by CLIENT's use of the Software Products. CLIENT has sole responsibility for adequate protection of the data input or generated in connection with its use of the Services, Software Products, or the Web Sites and BOWMAN in no event shall have any liability therefore.

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10. Upgrades. The Licenses granted herein include routine system upgrades. Major version upgrades can be purchased on an as needed basis for upgrade fees set at the time of version release. However, no version upgrades are mandatory and additional purchases are at the discretion of CLIENT. BOWMAN normally provides support options for the current and the immediately previous major releases of the Software Products. BOWMAN reserves the right to terminate support for older versions of Software Products.

11. Compliance with Laws. CLIENT assumes all responsibility in assuring compliance with all laws and regulations relating to CLIENT's execution of this Agreement, use of the Software Products and Services, and the data and information input by CLIENT or End Users.

12. Indemnification. CLIENT is responsible for all use of the Software Products and the Web Sites, whether by CLIENT or End User. To the extent allowed by law, CLIENT shall indemnify and hold harmless BOWMAN, its representatives, officers, agents, assigns, and employees from and against any claims, demands, or causes of action whatsoever made by any person howsoever arising out of CLIENT's or any End User's use of any of the Software Products or the Web Sites, any person's use of or reliance on any Web Site, and further including without limitation any claims, demands, or causes of action whatsoever howsoever arising on account of any modification or enhancement of the Software Products or the Web Sites, whether authorized by BOWMAN or not, or CLIENT's or any End User's use of any of the Software Products or the Web Sites contrary to or in breach of any of the terms or conditions of the Licenses, any EULA, or any provision of the Terms of Use Section or otherwise caused by, or arising out of, or resulting from, in any manner, the exercise or practice of the Licenses, including any EULA, by CLIENT, its representatives, officers, employees, agents or representatives, or any End User. This shall in no way be deemed a waiver of sovereign immunity for tort liability or any other third party defense available to CLIENT.

13. Limited Warranty (Software Products). WITH RESPECT TO THE SOFTWARE PRODUCTS, IN THE EVENT OF LOSS OF DATA DUE TO ERRORS OR NEGLIGENCE ON THE PART OF BOWMAN, BOWMAN WILL CORRECT PROGRAM ERRORS IN A TIMELY FASHION AT NO ADDITIONAL COST TO CLIENT, HOWEVER, CLIENT FIRST MUST PROVIDE BOWMAN WRITTEN NOTIFICATION OF ANY DEFECTS IN THE SOFTWARE PROGRAM AND ALSO MUST REPRODUCE ANY ALLEGED DEFECT SO THAT IT CAN BE VERIFIED THAT THE DEFECT IS A GENUINE PROGRAM ERROR OR FAULT. OTHER THAN HEREINABOVE DESCRIBED, BOWMAN MAKES NO EXPRESS OR IMPLIED WARRANTIES AND MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOWMAN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. BOWMAN SHALL NOT BE RESPONSIBLE FOR LOSS OF DATA NO MATTER HOW CAUSED AND INCLUDING WITHOUT LIMITATION RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS, OR OTHER INTERRUPTIONS WHETHER CAUSED BY CLIENT OR ANY OTHER PERSON OR ENTITY.

14. Limitation of Liability. WITH RESPECT TO SOFTWARE PROGRAMS, IN THE EVENT OF LOSS OF DATA DUE TO ERRORS AND OR NEGLIGENCE ON THE PART OF BOWMAN, BOWMAN WILL CORRECT THE PROGRAM ERROR IN A TIMELY FASHION AT NO ADDITIONAL COST TO CLIENT, IN NO EVENT SHALL THE AGGREGATE OF BOWMAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES ALREADY PAID BY CLIENT TO BOWMAN PURSUANT TO THIS AGREEMENT.

15. Conflict between Invoice/Purchase Order and Agreement. In the event of conflict between this Agreement and a purchase order or invoice issued to CLIENT in connection with the Software Products or Services, whether prepared by BOWMAN or CLIENT, this Agreement controls.

V. TRADE SECRETS; SECURITY AND CONFIDENTIALITY.

1. Trade Secret. CLIENT ACKNOWLEDGES THAT THE TRADE SECRETS, ARE EXEMPT FROM PUBLIC DISCLOSURE UNDER KENTUCKY LAW, INCLUDING BUT NOT LIMITED TO KENTUCKY REVISED STATUTES 61:878. CLIENT further acknowledges that the Trade Secrets are protected by civil and criminal law, are very valuable to BOWMAN, and that their use must be carefully and continuously controlled. CLIENT agrees to use the highest standard of diligence to ensure the confidentiality of the Trade Secrets, and will prohibit the unauthorized access to, use or duplication of any of the Trade Secrets. CLIENT agrees to provide all Trade Secrets the same security as

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CLIENT provides for its most confidential materials. CLIENT will not cause, permit, nor allow the Trade Secrets or any materials provided by BOWMAN to be copied, reverse engineered, decompiled, duplicated, transcribed, transferred, relied on or used to make derivative works, Modifications, or any software or system that has the “look and feel” of the software licensed herein, sold to, revealed to, or used by any other person, firm or company without prior written consent of BOWMAN. CLIENT shall not, and shall not permit any person to, download any part of the source code comprising the Software Programs nor may CLIENT modify or enhance source code or any of the materials comprising the Software Products or any materials provided to it by BOWMAN, without the prior written consent of BOWMAN. CLIENT agrees to notify BOWMAN immediately of any infringement of the Trade Secrets or the Software Products, unauthorized possession, use or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with BOWMAN in any litigation against third parties deemed necessary by BOWMAN to protect its proprietary rights. CLIENT’s compliance with the above shall not be construed in any way as a waiver of BOWMAN’s right to recover damages or obtain other relief against CLIENT for its negligent or intentional harm to BOWMAN’s proprietary rights or for breach of contractual rights. If CLIENT attempts or allows others to attempt to use, copy, duplicate, transcribe, transfer, reverse engineer, decompile, rely on or use to make derivative works, Modifications, or any software or system that has the “look and feel” of any of the software licensed herein, or to sell to, reveal to, or permit use by a third party the items supplied by BOWMAN pursuant to this Agreement, or to download, to modify, or to enhance any part of the source code comprising the Software Programs, in a manner contrary to the terms of this Agreement or in derogation of BOWMAN proprietary rights, whether these rights are explicitly herein stated or as set and/or determined by law, or otherwise, BOWMAN shall have, in addition to any other remedies available to it at law or equity, the right to injunctive relief enjoining such actions, CLIENT hereby acknowledges that irreparable harm will occur to BOWMAN and that other remedies are inadequate.

2. Confidentiality. CLIENT HEREBY ACKNOWLEDGES THAT, THE SOFTWARE PRODUCTS AND THE TRADE SECRETS ARE PROPRIETARY AND CONFIDENTIAL INFORMATION EXEMPT FROM DISCLOSURE TO THE PUBLIC UNDER KENTUCKY LAW, INCLUDING, BUT NOT LIMITED TO KENTUCKY REVISED STATUTES 61:870, ET. SEQ. CLIENT acknowledges and agrees that it has received the benefit of terms and conditions for the Software Products and Services and that BOWMAN may not extend such terms and conditions to other licensees. CLIENT shall notify BOWMAN in writing of any and all requests that may be made under such open records laws for any such information, providing BOWMAN the applicable regulations and laws together with a copy of such requests, and to the extent CLIENT is mandated to honor any such request, CLIENT shall notify BOWMAN in writing thereof. In the event CLIENT is mandated by law or by regulation to agree to release or to release information contained in this Agreement, it must present to BOWMAN in writing the particular regulations and laws mandating any such release by CLIENT, identify the information, the person(s) making the release, and the person(s) to whom the release is or is to be made. BOWMAN agrees that all information and data input by CLIENT in its use of the Software Programs are deemed confidential, and that no such data or information shall be disclosed by BOWMAN to any outside party, unless such information is publicly available from other than a breach of these provisions. BOWMAN agrees to take all reasonable precautions to prevent the disclosure to outside parties of such data and information, except as may be necessary by reason of legal, accounting, or regulatory requirement beyond the reasonable control of BOWMAN. In the event disclosure is sought by way of legal, accounting or regulatory request or requirement, the party from whom the information is sought shall notify immediately in writing the other party of the same indicating who is seeking the information and pursuant to what means and provide copies of any requests or otherwise the party has received.

- a. **Publicity.** Each party may advertise the fact it has entered this Agreement. Each party may cause their web sites to link to the other party’s web site, but the use of frames is prohibited.

VI. TERMINATION

1. Termination. This Agreement and the Licenses terminate upon BOWMAN’s or CLIENT’s breach of or default under any provision of this Agreement and upon expiration of the Term, whichever occurs first. Upon termination or expiration of this Agreement, all rights granted to CLIENT under this Agreement shall forthwith terminate and revert immediately to BOWMAN. CLIENT shall immediately discontinue all use of

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the Software Products, provide to BOWMAN a current list of all End Users, terminate all use of the Software Products thereof by any and all End Users, uninstall all Software Programs from its Server, transmit to BOWMAN all materials related to the Software Products, and return all copies of the Software Products to BOWMAN. Termination or expiration of this Agreement shall not extinguish any of the parties' obligations hereunder that by their terms continue after the date of termination or expiration.

2. Cross-Default. Any breach of or default in any of (i) the terms or provisions hereof, (ii) any of the Riders, (iii) any agreement now existing or hereafter arising between BOWMAN and CLIENT, (iv) any EULA, (v) any Terms of Use Section, or (vi) any writings and/or agreements BOWMAN may require to be executed as provided herein, whether by CLIENT, End User, or a third party, shall be a default under all of the Licenses and a breach of this Agreement.

3. At Will Termination. CLIENT may terminate this contract at will, in accordance with the law, for any reason whatsoever, upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the CLIENT

VII. OTHER PROVISIONS

1. U.S. Government Limited Rights and Restricted Rights: The Software Products are provided with RESTRICTED RIGHTS. The Software Products include software and documentation which is commercial technical data or computer data bases or commercial computer software or commercial computer software documentation, as applicable which were developed or acquired exclusively at private expense by Bowman Systems, LLC / 333 Texas Street / Shreveport, LA 71101. U.S. Government rights to use, modify, reproduce, release, perform, display or disclose these technical data or computer data bases or computer software or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) or subject to the restricted rights provision of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements. In no event shall BOWMAN be subject to any flow down provisions required by the governmental customer unless agreed to by BOWMAN in writing.

2. Subsequent Orders/Invoices. Software Products or Services provided to CLIENT by BOWMAN subsequent to this Agreement will be governed by the terms of this Agreement and such orders will be reflected by an appropriate Rider. This Agreement governs the terms and conditions of all Software Products and Services provided by BOWMAN to CLIENT. Terms and conditions on any order form or invoice will not apply and are of no force and effect, whether written or prepared by BOWMAN or CLIENT

3. No Third-Party Beneficiary. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or otherwise, on or in favor of any third-party, including without limitation any End User.

4. Independent Contractor Status. It is expressly understood and agreed that BOWMAN is an independent contractor at all times and for all purposes hereunder. Officers, employees, or representatives of BOWMAN shall not be deemed in any way to be and shall not hold themselves out as employees, servants, representatives, or agents of CLIENT, and shall not be entitled to any fringe benefits of CLIENT. BOWMAN shall be responsible for paying payroll wages, for the withholding and payment of all income and social security taxes to the proper Federal, State, and local governments, and for providing workers' compensation and unemployment insurance of BOWMAN.

5. Complete Agreement. This Agreement and the Riders that may from time to time be signed by the parties pursuant hereto contain the entire agreement between the parties with respect to the transactions contained herein and supersedes all prior proposals and understandings, both oral and written. No party hereto has relied on any statement, representation or promise of any other party or of an officer, agent, employee or attorney for the other party in entering into this Agreement except as expressly stated herein. This Agreement may be amended, modified or altered only by a written instrument signed by all parties hereto.

6. Headings. The headings of each paragraph contained herein are provided only for convenience and shall not be deemed controlling.

7. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.

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8. Assignability. This Agreement shall not be transferable or assignable by CLIENT without the prior written consent of BOWMAN. CLIENT acknowledges for itself and on behalf of any of its assignees and transferees that BOWMAN may require any assignee or transferee of CLIENT to renegotiate the terms of this Agreement. BOWMAN reserves the right to refuse to permit CLIENT to transfer or to assign this Agreement for any reasons, in its sole and unfettered discretion.

9. Governing Law. This Agreement shall be governed by, construed and enforced under, subject to, and in accordance with the laws of the Commonwealth of Kentucky. The parties hereby consent and agree to jurisdiction and venue in the federal and state courts of the Commonwealth of Kentucky, specifically the U.S. District Court for the Eastern District of Kentucky, Lexington Division and the Fayette County Circuit Court. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. Such omission does not change the intent or binding nature of any or all of the rest of this Agreement, which shall be in full force and effect.

10. Force Majeure. BOWMAN shall not be liable to CLIENT or any other person or entity for any loss or damage for delay in performance, or for nonperformance, due to causes not reasonably within its control, such as, but not limited to, an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, public disaster, lightning, fire, storm, flood or other act of nature, explosion, judicial orders/decrees, governmental laws/regulations, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of BOWMAN.

11. Notice. Any notices under this Agreement shall be written and shall be sent by facsimile to the other party at its above facsimile telephone number, or by First Class United States Mails postage prepaid or by prepaid Federal Express overnight delivery, properly addressed to the other party at its above address, which facsimile telephone numbers and addresses may not be changed without written notice, and shall be deemed delivered when actually received.

12. Counterparts. Two (2) duplicate originals of this Agreement are executed with each party retaining one (1) copy.

13. Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement, and in case of any such invalidity, this Agreement shall be construed as if the invalid provisions had not been inserted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the latest date hereinafter subscribed.

BOWMAN Systems L.L.C.
333 Texas Street, Suite 300
Shreveport, Louisiana 71101
(BOWMAN)

By: J. Philip Stephens

J. Philip Stephens

Title: Chief Financial Officer

Date: 2/20/15

Lexington-Fayette Urban County Government,
200 East Main Street
Lexington, Kentucky 40507
(CLIENT)

By: _____

Jim Gray

Title: Mayor

Date: _____

333 Texas Street, Suite 300 Shreveport, LA 71101
toll-free: 844.213.8780 voice: 318.213.8780 fax: 318.213.8784
website: www.bowmansystems.com

ServicePoint Pricing Table

Lexington-Fayette Urban County Government, Department of Social Services

Agreement Period: February 15, 2015 - February 14, 2018

NOTE: Agreement based on current number of licenses (30 as of 02/15/2015). Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

Year 1: 02/15/2015 - 02/14/2016		
ServicePoint License Count		
Item	Quantity	Description
ServicePoint User License *	30	Number of ServicePoint User Licenses on the ServicePoint Site.
ART AdHoc User License *	1	Number of ART AdHoc Users on the ServicePoint Site.
ART Report Viewer User License *	29	Number of ART Report Viewer Users on the ServicePoint Site.

Fees Billed On a Per License Basis			
Item	One-time	Annual	Description
ServicePoint User License \$225/license	\$6,750.00	N/A	One-time fee for software user license. Each user must have a license. Licenses are reassignable.
ServicePoint Software Maintenance, Enhancement, & Customer Support \$95/license/year Minium Fee: \$2,850/year	N/A	\$2,850.00	ServicePoint Software Maintenance, Enhancement, & Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 10 hours Customer Support per year. Additional support available at \$125.00 per hour.)
Bowman Shared Hosting Service \$190/license/year Minimum Fee: \$5,700/year	N/A	\$5,700.00	Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.
** Report Gallery Access With Report Creation Ability \$63/license/year	N/A	\$63.00	Provides access to Web Intelligence Panel within Reporting Tool; Allows 1 user to create and store reports. One license with access to Web Intelligence Panel is provided to each site automatically. For each 100 ServicePoint User Licenses in excess of the one, an additional license will be given access to the Web Intelligence Panel.
** Regular Report Gallery Access \$63/license/year	N/A	\$1,827.00	Provides 29 users access to view reports previously created by users with access to Web Intelligence.
Report Gallery Access Bandwidth Fee \$11/license/year	N/A	\$330.00	Bandwidth fee per named user with Report Gallery access.
Total Fees Billed On a Per License Basis	\$6,750.00	\$10,770.00	

Flat Fees			
Item	One-time	Annual	Description
ServicePoint Software License \$10,000/license	\$10,000.00	N/A	One-time fee for software site license and setup required for each ServicePoint installation. The following modules are included: ClientPoint, ResourcePoint, SkanPoint, ActivityPoint, ShelterPoint, and Reports including Report Gallery Access.
AIRS Taxonomy License, Integration & Update Fee	N/A	\$450.00	AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration & Update Fee. (Required)
SSL Certificate	N/A	\$420.00	This certificate ensures secure transmission of data over the internet. (Required)
ServicePoint Training Site Annual License & Maintenance [Fee Waived in Year 1]	N/A	\$0.00	A ServicePoint Training Web Site provides an implementation specific site for training purposes and is an important part of any ServicePoint installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.
Eligibility Module \$5,000/year	N/A	\$5,000.00	The Eligibility Module is a two-pronged dynamic tool used to compare individuals in need with all of the agencies and programs in a community's database. Agencies enter and modify their criteria for benefits within the system. Other important features include client poverty calculation, household membership, qualifying income information, and consideration of demographic information in determining eligibility.
Data Migration and Data Conversion Services	\$7,000.00	N/A	One-time Data Migration and/or Data Conversion services from legacy system into ServicePoint. Up to 56 hours from Bowman Systems Custom Programming Team. Additional hours for services, if necessary, will be determined via Statement of Analysis/Statement of Work.
ServicePoint Implementation Services	\$6,000.00	N/A	One-time fee for services related to managing and coordinating the implementation process, including regular communication, project meetings, and coordination of activities essential to a successful installation.
System Administrator Training \$1,650/day	\$6,600.00	N/A	One-time fee for 4 days of on-site training and/or consultation. System Administrator(s) will learn how to setup and manage their ServicePoint implementation and ART Reporting. The System Administrator(s) will be prepared to train end-users.
Project Management Services by MWDBE	\$9,200.00	N/A	One-time fee for services related to Development and Managing the Project Plan, Issues Management, Risk Management and Mitigation, Facilitation of Meetings, Change Management, and Project Reporting by UAO Consulting.
Total Flat Fees	\$38,800.00	\$5,870.00	

Column Totals	\$45,550.00	\$16,640.00
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Grand Total	\$62,190.00
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:	
One-time Fees:	Recurring Fees:
ServicePoint User License: \$225/license	ServicePoint Software Maintenance, Enhancement, & Customer Support: \$95/license/year
	Bowman Shared Hosting Service: \$190/license/year
	Regular Report Gallery Access Fee: \$63/license/year
	Report Gallery Access Bandwidth Fee: \$11/license/year

ServicePoint Pricing Table

Lexington-Fayette Urban County Government, Department of Social Services

Agreement Period: February 15, 2015 - February 14, 2018

Year 2: 02/15/2016 - 02/14/2017		
ServicePoint License Count		
Item	Quantity	Description
ServicePoint User License *	30	Number of ServicePoint User Licenses on the ServicePoint Site.
ART AdHoc User License *	1	Number of ART AdHoc Users on the ServicePoint Site.
ART Report Viewer User License *	29	Number of ART Report Viewer Users on the ServicePoint Site.

Fees Billed On a Per License Basis			
Item	One-time	Annual	Description
ServicePoint User License \$225/license	N/A	N/A	One-time fee for software user license. Each user must have a license. Licenses are reassignable.
ServicePoint Software Maintenance, Enhancement, & Customer Support \$95/license/year Minimum Fee: \$2,850/year	N/A	\$2,850.00	ServicePoint Software Maintenance, Enhancement, & Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 10 hours Customer Support per year. Additional support available at \$125.00 per hour.)
Bowman Shared Hosting Service \$190/license/year Minimum Fee: \$5,700/year	N/A	\$5,700.00	Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.
** Report Gallery Access With Report Creation Ability \$63/license/year	N/A	\$63.00	Provides access to Web Intelligence Panel within Reporting Tool; Allows 1 user to create and store reports. One license with access to Web Intelligence Panel is provided to each site automatically. For each 100 ServicePoint User Licenses in excess of the one, an additional license will be given access to the Web Intelligence Panel.
** Regular Report Gallery Access \$63/license/year	N/A	\$1,827.00	Provides 29 users access to view reports previously created by users with access to Web Intelligence.
Report Gallery Access Bandwidth Fee \$11/license/year	N/A	\$330.00	Bandwidth fee per named user with Report Gallery access.
Total Fees Billed On a Per License Basis	\$0.00	\$10,770.00	

Flat Fees			
Item	One-time	Annual	Description
ServicePoint Software License \$10,000/license	N/A	N/A	One-time fee for software site license and setup required for each ServicePoint installation. The following modules are included: ClientPoint, ResourcePoint, SkanPoint, ActivityPoint, ShelterPoint, and Reports including Report Gallery Access.
AIRS Taxonomy License, Integration & Update Fee	N/A	\$450.00	AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration & Update Fee. (Required)
SSL Certificate	N/A	\$420.00	This certificate ensures secure transmission of data over the internet. (Required)
ServicePoint Training Site Annual License & Maintenance [Optional]	N/A	\$3,150.00	A ServicePoint Training Web Site provides an implementation specific site for training purposes and is an important part of any ServicePoint installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.
Eligibility Module \$5,000/year	N/A	\$5,000.00	The Eligibility Module is a two-pronged dynamic tool used to compare individuals in need with all of the agencies and programs in a community's database. Agencies and programs enter and modify their criteria for benefits within the system. Other important features include client poverty calculation, household membership, qualifying income information, and consideration of demographic information in determining eligibility.
Data Migration and Data Conversion Services	N/A	N/A	One-time Data Migration and/or Data Conversion services from legacy system into ServicePoint. Up to 56 hours from Bowman Systems Custom Programming Team. Additional hours for services, if necessary, will be determined via Statement of Analysis/Statement of Work.
ServicePoint Implementation Services	N/A	N/A	One-time fee for services related to managing and coordinating the implementation process, including regular communication, project meetings, and coordination of activities essential to a successful installation.
System Administrator Training \$1,650/day	N/A	N/A	One-time fee for 4 days of on-site training and/or consultation. System Administrator(s) will learn how to setup and manage their ServicePoint implementation and ART Reporting. The System Administrator(s) will be prepared to train end-users.
Project Management Services by MWDBE	N/A	N/A	One-time fee for services related to Development and Managing the Project Plan, Issues Management, Risk Management and Mitigation, Facilitation of Meetings, Change Management, and Project Reporting by UAO Consulting.
Total Flat Fees	\$0.00	\$9,020.00	

Column Totals	\$0.00	\$19,790.00
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Grand Total	\$19,790.00
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:	
One-time Fees:	Recurring Fees:
ServicePoint User License: \$225/license	ServicePoint Software Maintenance, Enhancement, & Customer Support: \$95/license/year
	Bowman Shared Hosting Service: \$190/license/year
	Regular Report Gallery Access Fee: \$63/license/year
	Report Gallery Access Bandwidth Fee: \$11/license/year

ServicePoint Pricing Table

Lexington-Fayette Urban County Government, Department of Social Services
 Agreement Period: February 15, 2015 - February 14, 2018

Year 3: 02/15/2017 - 02/14/2018		
ServicePoint License Count		
Item	Quantity	Description
ServicePoint User License *	30	Number of ServicePoint User Licenses on the ServicePoint Site.
ART AdHoc User License *	1	Number of ART AdHoc Users on the ServicePoint Site.
ART Report Viewer User License *	29	Number of ART Report Viewer Users on the ServicePoint Site.

Fees Billed On a Per License Basis			
Item	One-time	Annual	Description
ServicePoint User License \$225/license	N/A	N/A	One-time fee for software user license. Each user must have a license. Licenses are reassignable.
ServicePoint Software Maintenance, Enhancement, & Customer Support \$95/license/year Minimum Fee: \$2,850/year	N/A	\$2,850.00	ServicePoint Software Maintenance, Enhancement, & Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 10 hours Customer Support per year. Additional support available at \$125.00 per hour.)
Bowman Shared Hosting Service \$190/license/year Minimum Fee: \$5,700/year	N/A	\$5,700.00	Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.
** Report Gallery Access With Report Creation Ability \$63/license/year	N/A	\$63.00	Provides access to Web Intelligence Panel within Reporting Tool; Allows 1 user to create and store reports. One license with access to Web Intelligence Panel is provided to each site automatically. For each 100 ServicePoint User Licenses in excess of the one, an additional license will be given access to the Web Intelligence Panel.
** Regular Report Gallery Access \$63/license/year	N/A	\$1,827.00	Provides 22 users access to view reports previously created by users with access to Web Intelligence.
Report Gallery Access Bandwidth Fee \$11/license/year	N/A	\$330.00	Bandwidth fee per named user with Report Gallery access.
Total Fees Billed On a Per License Basis	\$0.00	\$10,770.00	

Flat Fees			
Item	One-time	Annual	Description
ServicePoint Software License \$10,000/license	N/A	N/A	One-time fee for software site license and setup required for each ServicePoint installation. The following modules are included: ClientPoint, ResourcePoint, SkanPoint, ActivityPoint, ShelterPoint, and Reports including Report Gallery Access.
AIRS Taxonomy License, Integration & Update Fee	N/A	\$450.00	AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration & Update Fee. (Required)
SSL Certificate	N/A	\$420.00	This certificate ensures secure transmission of data over the internet. (Required)
ServicePoint Training Site Annual License & Maintenance [Optional]	N/A	\$3,150.00	A ServicePoint Training Web Site provides an implementation specific site for training purposes and is an important part of any ServicePoint installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.
Eligibility Module \$5,000/year	N/A	\$5,000.00	The Eligibility Module is a two-pronged dynamic tool used to compare individuals in need with all of the agencies and programs in a community's database. Agencies and programs enter and modify their criteria for benefits within the system. Other important features include client poverty calculation, household membership, qualifying income information, and consideration of demographic information in determining eligibility.
Data Migration and Data Conversion Services	N/A	N/A	One-time Data Migration and/or Data Conversion services from legacy system into ServicePoint. Up to 56 hours from Bowman Systems Custom Programming Team. Additional hours for services, if necessary, will be determined via Statement of Analysis/Statement of Work.
ServicePoint Implementation Services	N/A	N/A	One-time fee for services related to managing and coordinating the implementation process, including regular communication, project meetings, and coordination of activities essential to a successful installation.
System Administrator Training \$1,650/day	N/A	N/A	One-time fee for 4 days of on-site training and/or consultation. System Administrator(s) will learn how to setup and manage their ServicePoint implementation and ART Reporting. The System Administrator(s) will be prepared to train end-users.
Project Management Services by MWDBE	N/A	N/A	One-time fee for services related to Development and Managing the Project Plan, Issues Management, Risk Management and Mitigation, Facilitation of Meetings, Change Management, and Project Reporting by UAO Consulting.
Total Flat Fees	\$0.00	\$9,020.00	

Column Totals	\$0.00	\$19,790.00
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Grand Total	\$19,790.00
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:	
One-time Fees: ServicePoint User License: \$225/license	Recurring Fees: ServicePoint Software Maintenance, Enhancement, & Customer Support: \$95/license/year Bowman Shared Hosting Service: \$190/license/year Regular Report Gallery Access Fee: \$63/license/year Report Gallery Access Bandwidth Fee: \$11/license/year



End User Agreement

Important-Read Carefully: This End-User Agreement ("EULA") is a legal agreement between you (either an individual or a single entity, "CLIENT") and Bowman Systems (Bowman) for use of ServicePoint ("Software Product"). The Software Product includes programming code and associated online documentation. By using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Bowman is unwilling to license the Software Product to you. In such an event, you may not use or copy the Software Product, and you should promptly contact Bowman for instructions on uninstalling and return of unused product for a refund.

Software Product License

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.

NOW, THEREFORE, in consideration of the premises and in further consideration of the performance of the terms and provisions herein contained, Bowman and CLIENT do hereby contract and agree as follows:

- (1) **Term.** CLIENT agrees to the contract for the length of the terms stated in the written and signed contract between CLIENT and Bowman, beginning upon acceptance of this agreement by signature. This agreement will automatically renew for successive 12-month periods unless cancelled or modified within thirty (30) days of the end of the term. Any modifications must be submitted in writing to the other party and agreed to by the other party.
- (2) **Grant of License.** This EULA grants you the following rights:
 - a. You may use one copy of the Software Product
 - b. User licenses must be obtained for each individual person using the Software Product. Sharing of user licenses is expressly prohibited.
- (3) **Warranties.** In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct program error in a timely fashion at no additional cost to CLIENT. Other than herein above described, Bowman makes no express or implied warranties and makes no implied warranty of merchantability or fitness for a particular purpose. In no event shall Bowman be liable for indirect, consequential, punitive or special damages. Bowman shall not be responsible for loss of data resulting from delays, non-deliveries, miss-deliveries, service interruptions, or other interruptions caused by CLIENT or any other person or entity.
- (4) **Trade Secret. CLIENT ACKNOWLEDGES THAT THE TRADE SECRETS, ARE EXEMPT FROM PUBLIC DISCLOSURE UNDER KENTUCKY LAW, INCLUDING BUT NOT LIMITED TO KENTUCKY REVISED STATUTES 61:878.** CLIENT further acknowledges that the source code, graphics, and html related to services and products provided by Bowman under this Agreement constitutes a trade secret of Bowman, and as such is protected by civil and criminal law, is very valuable to Bowman, and that its use must be carefully and continuously controlled. CLIENT agrees to use the highest standard of diligence to ensure the confidentiality of the source code, and will prohibit the unauthorized access to, use or duplication of any of the source code. CLIENT agrees to provide all source codes the same security as CLIENT provides for its most confidential materials. CLIENT will not cause, permit, nor allow the code or materials provided by Bowman to be copied, modified, duplicated, transcribed, sold to, revealed to, or used by any other person, firm or company without prior written consent of Bowman. CLIENT agrees to notify Bowman immediately of the unauthorized possession, use or knowledge of any item

333 Texas Street, Suite 300 Shreveport, LA 71101
toll-free: 844.213.8780 voice: 318.213.8780 fax: 318.213.8784
website: www.bowmansystems.com



Bowman Systems

Software and Data Support for Human Services

supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with Bowman in any litigation against third parties deemed necessary by Bowman to protect its proprietary rights. CLIENT's compliance with the above shall not be construed in any way as a waiver of Bowman's right to recover damages or obtain other relief against CLIENT for its negligent or intentional harm to Bowman's proprietary rights or for breach of contractual rights. If CLIENT attempts or allows others to attempt to use, copy, duplicate, transcribe, or convey the items supplied by Bowman pursuant to this Agreement, in a manner contrary to the terms of this Agreement or in derogation of Bowman proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, Bowman shall have, in addition to any other remedies available to it at law or equity, the right to injunctive relief enjoining such actions, CLIENT hereby acknowledges that irreparable harm will occur to Bowman and that other remedies are inadequate.

- (5) **Compliance with Laws.** CLIENT assumes all responsibility in assuring compliance with all regulations relating to CLIENT's use of the product and services.
- (6) **U.S. Government Restricted Rights.** The Software Product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions 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. Manufacturer is Bowman Systems L.L.C. / 333 Texas Street, Suite 300 / Shreveport, LA 71101.
- (7) **Use of Server (for CLIENT's hosted application).** BOWMAN will host CLIENT's application in Bowman's data center on equipment provided by BOWMAN. Data input by CLIENT is property of CLIENT. Bowman's server may not be used for illegal purposes, or in support of illegal activities. Activities which are prohibited include, but are not limited to unauthorized copying of material, transmittal of chain letters, threatening bodily harm or property damage of individual groups, making fraudulent offers of products, items, or services originating from CLIENT's account, attempting to access the accounts of others or attempting to penetrate Bowman's systems whether or not the intrusion results in loss of data, or distributing viruses or bulk e-mail through the Bowman System.
- (8) **Modification.** CLIENT may not modify source code without written consent of Bowman.
- (9) **Headings.** The headings of each paragraph contained herein are provided only for convenience and shall not be deemed controlling.
- (10) **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.
- (11) **Assignability.** This Agreement shall not be transferable or assignable by CLIENT without the prior written consent of Bowman, which consent shall not be unreasonably withheld. CLIENT acknowledges that Bowman may require any assignee of CLIENT to renegotiate the terms of this Agreement.
- (12) **Governing Law.** This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the Commonwealth of Kentucky. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. Such omission does not change the intent or binding nature of any or all of the rest of this Agreement, which shall be in full force and effect.
- (13) **Limitation of Liability.** In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct the program error in a timely fashion at no additional cost to CLIENT. Other than as herein above described, Bowman shall in no event have any liability to CLIENT for losses sustained or liabilities incurred except as may result from gross negligence or willful misconduct. Further, any liability of Bowman for any loss, damages, or costs hereunder shall be limited to the actual direct damages incurred by

333 Texas Street, Suite 300 Shreveport, LA 71101
toll-free: 844.213.8780 voice: 318.213.8780 fax: 318.213.8784
website: www.bowmansystems.com



Bowman Systems

Software and Data Support for Human Services

CLIENT, but in no event shall the aggregate of liability exceed the total fees paid by CLIENT to Bowman under paragraph 3 of the Master Form Agreement, nor shall any amount of liability include any indirect, consequential, punitive or special damages incurred by CLIENT. Bowman shall not be responsible for loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions, or other interruptions caused by CLIENT or any other person or entity.

- (14) **Force Majeure.** Bowman shall not be liable to CLIENT or any other person or entity for any loss or damage for delay in performance, or for nonperformance, due to causes not reasonably within its control, such as, but not limited to, an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, public disaster, lightning, fire, storm, flood or other act of nature, explosion, judicial orders/decrees, governmental laws/regulations, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Bowman.
- (15) **Notice.** Any notices under this Agreement shall be written and shall be deemed delivered when actually received, or three days after they are deposited with the United States Postal Services, certified mail return receipt requested when addressed to the other party at its above address, which may not be changed without written notice.
- (16) **Termination.** Without prejudice to any other rights, Bowman may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of this Software Product and all of its component parts.
- (17) **Taxonomy.** The structure of the Taxonomy index and definitions of the terms contained herein were originally published in A Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field by the Information and Referral federation of Los Angeles County, Inc., 3035 Tyler Ave, El Monte, CA 91731; Copyright 1983, 1987, 1991. No part of this listing of human services terms and definitions may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electrical, mechanical, photocopying, recording or otherwise without the prior written permission of the Information and Referral Federation of Los Angeles County, Inc.
- (18) **Severability.** The invalidity of any one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement, and in case of any such invalidity, this Agreement shall be construed as if the invalid provisions had not been inserted.

333 Texas Street, Suite 300 Shreveport, LA 71101
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website: www.bowmansystems.com



Rider to Software and Services Master Agreement

ServicePoint®

Software Product. The Software Program licensed for use by CLIENT from BOWMAN is ServicePoint®.

Fees and Services. The Fees and Services are described on the Pricing Table attached hereto as Exhibit 1.

EULA and Restrictions on Use Section. The form of the EULA required and the content of the Restrictions on Use Section are set forth on Exhibits 2 and Section IV. 3. in the Software and Services Master Agreement, respectively.

End Users. The number of End Users permitted by the License is as set forth on Exhibit 1. Additional End User licenses may be purchased during the Term at the then BOWMAN Published Pricing.

- a. **Number of End Users.** CLIENT is permitted to authorize no more than the number of End Users for which CLIENT has paid license fees to BOWMAN.
- b. **User name and password.** Each End User is an Agency End User and each must be issued a unique user name and password. CLIENT is responsible for issuing each End User a unique user name and password and for maintaining that information. Sharing of user name and password by or among more than one individual expressly is prohibited. Each individual Named User must be specifically identified as the sole holder of a user name and password. User names and passwords may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software Program.
- c. **Lists of end users.** CLIENT will maintain current lists of all End Users by name, employer or agency, work address, work telephone number, email, username and password and provide the same to BOWMAN on a quarterly basis and at any time upon written request for the same made by BOWMAN.

Agreed to and executed on the dates hereinafter set forth.

BOWMAN Systems L.L.C.
333 Texas Street, Suite 300
Shreveport, Louisiana 71101
(BOWMAN)

Lexington-Fayette Urban County Government,
Department of Social Services
200 East Main Street, Suite 328
Lexington, Kentucky 40507
(CLIENT)

By: J. Philip Stephens
J. Philip Stephens
Title: Chief Financial Officer
Date: 2/20/15

By: _____
Title: _____
Date: _____

333 Texas Street, Suite 300 Shreveport, LA 71101
toll-free: 844.213.8780 voice: 318.213.8780 fax: 318.213.8784
website: www.bowmansystems.com



Rider to Software and Services Master Form Agreement

Report Gallery Restricted License Agreement

This is a **Rider to Software and Services Master Form Agreement** dated effective the 15th day of February, 2015.

Term and Fees. The Fees are described on the current ServicePoint® Pricing Table or the current ServicePoint® Revised Pricing Table, and are due upon execution of this Rider.

Software Product. The Software Program licensed for use by CLIENT from BOWMAN is the Business Objects Enterprise Premium XI / Web Intelligence XI, herein referred to as Report Gallery. It is understood that Report Gallery is licensed by BOWMAN from a third party and that BOWMAN is authorized to license its use to CLIENT subject to the terms and conditions hereof.

License. The License herein granted is a limited, restricted, non-perpetual, nontransferable, non-exclusive license to use Report Gallery in connection with CLIENT's currently licensed use of ServicePoint®, for CLIENT's internal purposes only in the course of CLIENT's social services operations and purposes, subject to the terms and conditions hereof. The License granted herein shall terminate upon termination of this Rider or of the Agreement whether through the expiration of the operative term, upon breach by CLIENT of any of the terms or conditions hereof, of the Agreement, or otherwise.

Access to Software. BOWMAN, its agents and/or employees shall have access to inspect or observe CLIENT's use of the Software Product at reasonable times upon first giving notice to CLIENT of BOWMAN's intent to perform such inspection.

Restrictions on Use. CLIENT may use Report Gallery only for internal purposes of creating reports based solely on data and information CLIENT maintains or creates through its currently licensed use of ServicePoint® and only if CLIENT is not in default under the Agreement. CLIENT may not (1) rent Report Gallery or otherwise make it available to third parties, (2) use Report Gallery in violation of third party rights, or (3) use Report Gallery for any purpose other than herein stated. Report Gallery may only be used and/or otherwise connected to a single licensed installation of ServicePoint® and may not be combined with any other installations, products, or applications without the express written consent from BOWMAN.

Copies. CLIENT may not copy ServicePoint® or Report Gallery, except as permitted herein or as authorized by applicable law. CLIENT may not copy the written materials accompanying Report Gallery. All rights not explicitly granted in this license agreement are reserved.

Report Gallery End Users and data and information. CLIENT is responsible for all data and all data generation, gathering, maintenance, translation, transfer, input, management, and all substance of any reports it generates through use of Report Gallery. CLIENT is responsible for management of all End Users of Report Gallery. End Users are permitted only as expressly set forth below.

a. Number of End Users. CLIENT is permitted to authorize no more than the number of Users of Report Gallery to which CLIENT has paid license fees to BOWMAN.

1. CLIENT must agree to any additional terms and conditions and provide any additional writings and agreements that BOWMAN may, in its sole unfettered discretion, deem necessary to protect its proprietary interests or otherwise, and executed and signed by CLIENT and/or the proposed End User, as BOWMAN may require.
2. BOWMAN reserves the right to refuse to consent to any proposed End User for any reason and to revoke any Report Gallery EULA, in its sole and unfettered discretion.



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3. CLIENT represents, warrants, and guaranties BOWMAN that each proposed and each approved Report Gallery End User shall use Report Gallery only within the scope of the license herein granted CLIENT, and CLIENT shall be responsible for ensuring that such End Users use Report Gallery in full compliance with the terms and conditions hereof.

b. User name and password. Each End User must be issued a unique user name and password. CLIENT is responsible for issuing each End User a unique user name and password and for maintaining that information. Sharing of user name and password by or among more than one individual expressly is prohibited. Each individual Named User must be specifically identified as the sole holder of a user name and password. User names and passwords may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software Program.

Trade Secret and Stipulated Damages. CLIENT ACKNOWLEDGES THAT THE TRADE SECRETS, ARE EXEMPT FROM PUBLIC DISCLOSURE UNDER KENTUCKY LAW, INCLUDING BUT NOT LIMITED TO KENTUCKY REVISED STATUTES 61:878. CLIENT further acknowledges Report Gallery is comprised of software programs that BOWMAN has licensed for use from a third party and pursuant to which BOWMAN is authorized to license its use by CLIENT subject to the terms and conditions hereof, and it, in all of its forms, including source code, is very valuable to such person and crucial to its ability to remain competitive in the data management software industry. CLIENT shall not disclose, and shall not permit any of its employees, or third party contractors or agents to disclose, any part of Report Gallery in any form or format to any person who has not executed in favor of BOWMAN a non-disclosure and confidentiality agreement on the terms and conditions BOWMAN may, in its sole discretion from time to time, prescribe and require.

Reporting. CLIENT consents and understands that BOWMAN shall report to the third party from whom BOWMAN has permission to grant this license that CLIENT has entered into this Rider and the Agreement, and shall provide CLIENT's name, email, address, and other contact information, together with the name, email, address, and other contact information of each Report Gallery End User.

NO LICENSOR WARRANTY. Report Gallery is limited to "out of the box" functionality and is licensed for use "AS IS" WITHOUT WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR AS TO FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. BOWMAN SHALL NOT BE RESPONSIBLE FOR LOSS OF DATA NO MATTER HOW CAUSED AND INCLUDING WITHOUT LIMITATION RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS, OR OTHER INTERRUPTIONS UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BOWMAN OR ITS LICENSORS.

Assumption of Liability and Indemnification. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT ALLOWED BY LAW, CLIENT EXPRESSLY ASSUMES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ITS USE OF REPORT GALLERY, INCLUDING ANY PROBLEMS, PROGRAMMING ERRORS, DAMAGES, OR OTHER INJURIES, THAT BOWMAN MAY INCUR OR ACCRUE IN CONNECTION WITH CLIENT'S USE OF REPORT GALLERY UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BOWMAN OR ITS LICENSORS. CLIENT SHALL INDEMNIFY AND HOLD BOWMAN HARMLESS FROM ANY AND ALL LIABILITY AND DAMAGES OF WHATSOEVER NATURE ARISING FROM ITS USE OF THE REPORT GALLERY UNLESS RESULTING FROM BOWMAN'S OR ITS LICENSORS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT SHALL BE RESPONSIBLE AND LIABLE FOR ANY AND ALL COSTS, EXPENSES, ATTORNEYS FEES, AND DAMAGES, OF WHATEVER NATURE THAT BOWMAN MAY INCUR OR ACCRUE AS A RESULT OF CLIENT'S USE OF REPORT GALLERY, INCLUDING THOSE INCURRED BY BOWMAN FOR PURPOSES OF ENFORCING THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ANY THIRD PARTY CLAIM MADE AGAINST BOWMAN ARISING OUT OF CLIENT'S USE OF REPORT GALLERY, UNLESS RESULTING FROM BOWMAN'S OR ITS LICENSORS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THE AGREEMENT, BOWMAN WILL FULLY INDEMNIFY AND DEFEND CLIENT FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT RESULTING FROM CLIENT'S USE OF REPORT GALLERY IN

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COMPLIANCE WITH THIS AGREEMENT. THIS SHALL IN NO WAY BE DEEMED A WAIVER OF SOVEREIGN IMMUNITY FOR TORT LIABILITY OR ANY OTHER THIRD PARTY DEFENSE AVAILABLE TO CLIENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the latest date hereinafter subscribed.

BOWMAN Systems L.L.C.

333 Texas Street, Suite 300
Shreveport, Louisiana 71101
(BOWMAN)

Signed by



J. Philip Stephens, CFO

2/20/15

Date

Lexington-Fayette Urban County Government,
Department of Social Services
200 East Main Street, Suite 328
Lexington, Kentucky 40507
(CLIENT)

Signed by

Date

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