

HARRIS SYSTEMS USA, INC.

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (this "Agreement") is made and entered into on January 1, 2014 ("Effective Date") by and between HARRIS SYSTEMS USA, Inc., and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO** ("Licensee").

1. DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Licensed Software" means the proprietary HARRIS SYSTEMS USA, INC. software (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order.

1.3 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.4 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

1.5 "Support Call" means any request from Licensee for technical assistance with the Licensed Software. Request may be initiated through a phone call or by utilizing the HARRIS SYSTEMS USA, Inc. online support call service request system.

2. PURCHASE ORDERS.

2.1. Licensee may issue to HARRIS SYSTEMS USA, INC. written Purchase Orders identifying the Licensed Software (as defined above) and services Licensee desires to obtain from HARRIS SYSTEMS USA, INC. (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by HARRIS SYSTEMS USA, INC.. HARRIS SYSTEMS USA, INC. shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the

conflicting terms of such Purchase Order. HARRIS SYSTEMS USA, INC. may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3. LICENSE.

3.1. Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, HARRIS SYSTEMS USA, INC. hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of the Business Unit to use the Licensed Software.

3.2. Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software - and may not permit use by third parties or utilize software to perform work for other counties, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with HARRIS SYSTEMS USA, INC., (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent,



lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or recommended by HARRIS SYSTEMS USA, INC.. Licensee acknowledges and agrees that the License is restricted to county operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

#### 4. SERVICES.

4.1. Professional Services. HARRIS SYSTEMS USA, INC. shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order, HARRIS SYSTEMS USA, INC. personnel will perform these Services at the rate and charges set forth in such Purchase Order, plus applicable travel, meal and lodging expenses.

4.2 Maintenance and Support Services. HARRIS SYSTEMS USA, INC. shall provide maintenance and support services ("Maintenance") as described in Purchase Orders to maintain the Licensed Software in compliance with State Property Tax legislation and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders. Unless otherwise set forth in an applicable Purchase Order, Support Calls, as defined in section 1.5, for service will be provided during normal business hours, and will be responded to in a maximum of 2 hours from the time the call was placed. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay HARRIS SYSTEMS USA, INC. the entire Maintenance services fees for the period of discontinuance, plus the Maintenance services then commencing.

#### 5. FEES AND EXPENSES.

5.1. In consideration for the License and the Services and Maintenance to be provided by HARRIS SYSTEMS USA, INC., Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty

(30) days of the date of the invoice, unless otherwise provided in the Purchase Order. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.

#### 6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by HARRIS SYSTEMS USA, INC. to Licensee (the "Proprietary Information") are confidential and that HARRIS SYSTEMS USA, INC. has and will have exclusive Intellectual Property Rights in such Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall include all third-party information provided by HARRIS SYSTEMS USA, INC. to Licensee.

Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of HARRIS SYSTEMS USA, INC.'S Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of HARRIS SYSTEMS USA, INC.. Except as otherwise expressly set forth in any Purchase Order, HARRIS SYSTEMS USA, INC. shall own all right, title, and interest in and to all Deliverables that are written or created by HARRIS SYSTEMS USA, INC. personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.2. Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to HARRIS SYSTEMS USA, INC.. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.3. Licensee agrees to keep all Licensed Software (including all data, documentation and other materials subject to copyright protection) and other confidential information of HARRIS SYSTEMS USA, INC. confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and



proprietary nature of the Licensed Software (including all data, documentation and other materials subject to copyright protection) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to, competing vendors, and/or competing agents shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.4. HARRIS SYSTEMS USA, INC. agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity without seeking written permission from the Licensee. HARRIS SYSTEMS USA, INC. agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to HARRIS SYSTEMS USA, INC.'s employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. HARRIS SYSTEMS USA, INC. acknowledges that Licensee is subject to the Colorado Open Records Act, Colo. Rev. Statutes §§24-72-201, et seq., and that some records, as defined therein, shall be released in accordance with the statute.

6.5. The provisions of this Section 6 apply to the Licensed Software as originally delivered by HARRIS SYSTEMS USA, INC. and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.6. Licensee agrees to assist HARRIS SYSTEMS USA, INC. in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with HARRIS SYSTEMS USA, INC. in any litigation that HARRIS SYSTEMS USA, INC. determines is reasonably necessary to protect the Proprietary Rights.

6.7. The parties agree that any breach of the provisions of this Section 6 will cause substantial damages and that any remedies at law for such a breach will entitle the owner of the confidential

information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief.

## 7. INDEMNITY.

7.1. The Licensee cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of HARRIS SYSTEMS USA, INC. or any other person or entity whatsoever for any purpose whatsoever. HARRIS SYSTEMS USA, INC. shall defend, indemnify and hold harmless the Licensee, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that HARRIS SYSTEMS USA, INC. need not indemnify or save harmless the Licensee, its officers, agents and employees from damages resulting from the sole negligence of the Licensee's commissioners, officials, officers, directors, agents, and employees or from those infringement claims specifically listed in section 7.2. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without HARRIS SYSTEMS USA, INC.'S prior written consent.

7.2. This indemnity does not apply to, and HARRIS SYSTEMS USA, INC. will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than HARRIS SYSTEMS USA, INC. unless approved in writing by HARRIS SYSTEMS USA, INC.; (ii) modifications made by HARRIS SYSTEMS USA, INC. at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3. If an infringement claim arises, or in HARRIS SYSTEMS USA, INC.'S reasonable opinion is likely to arise, HARRIS SYSTEMS USA, INC. may at its own expense obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these



options are reasonably available to HARRIS SYSTEMS USA, INC., HARRIS SYSTEMS USA, INC. may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF HARRIS SYSTEMS USA, INC. AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8. WARRANTY AND LIMITATION OF LIABILITY. HARRIS SYSTEMS USA, INC. warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License extended under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for ninety (90) days from delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time. **HARRIS SYSTEMS USA, INC. MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HARRIS SYSTEMS USA, INC. DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, HARRIS SYSTEMS USA, INC. HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE. EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF ANY AMOUNTS ACTUALLY PAID TO HARRIS SYSTEMS USA, INC. HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER**

**PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within sixty (60) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 61<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 60-day cure period. If Licensee breaches any provision of Section 3 or Section 6, HARRIS SYSTEMS USA, INC. may terminate this Agreement immediately upon written notice to Licensee. Upon termination by HARRIS SYSTEMS USA, INC., Licensee shall immediately destroy all copies of the Licensed Software, and certify to HARRIS SYSTEMS USA, INC. that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay HARRIS SYSTEMS USA, INC. all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, the limitation of liability provisions of paragraph 8, and paragraph 10 shall survive the expiration or termination of this Agreement. If HARRIS SYSTEMS USA, INC. breaches any provision of this Agreement and/or decides to discontinue the sale and Maintenance of the Licensed Software, Licensee may continue the use the Licensed Software as-is, and shall take on the responsibility of any future Maintenance.

9.2 NON-APPROPRIATION. HARRIS SYSTEMS USA, INC. acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to HARRIS SYSTEMS USA, INC. of the non-appropriation of public funds. Licensee is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein this section 9.2 a limitation of liability for HARRIS SYSTEMS USA, INC.. Any potential expenditure for this Agreement outside the



current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

9.3 VOID. The parties agree that where section 10.14 applies, the Agreement does not terminate but is deemed to be void *ab initio* with no clauses of this Agreement surviving.

#### 10. MISCELLANEOUS.

10.1. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of HARRIS SYSTEMS USA, INC., and (ii) HARRIS SYSTEMS USA, INC. may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3. This Agreement constitutes the full and complete understanding and agreement of HARRIS SYSTEMS USA, INC. and Licensee and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

10.4. No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.5. HARRIS SYSTEMS USA, INC. is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by Harris Systems USA, Inc. to perform work under

this Agreement shall be and remain at all times, employees of Harris Systems USA, Inc. for all purposes. HARRIS SYSTEMS USA, INC. IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10.6. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Colorado, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts for Colorado for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.7. If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.8. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9. The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute



media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by HARRIS SYSTEMS USA, INC. HARRIS SYSTEMS USA, INC. may disclose Licensee's name on a list of customers.

10.10. This Agreement will become effective only upon execution of this Agreement by an authorized officer of HARRIS SYSTEMS USA, INC. and Licensee.

10.11. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to HARRIS SYSTEMS USA, INC. shall be sent to: HARRIS SYSTEMS USA, Inc., 2600 Technology Drive, Suite 900, Plano, TX 75074. Copies of all notices to Licensee shall be sent to: 4430 S. Adams County Parkway, Suite C5000A, Brighton CO 80601.

10.12. The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.14 This Agreement and the rights associated with it are contingent upon the consummation of an Asset Purchase Agreement dated as of September 6, 2013 that will result in Harris Systems USA Inc. obtaining the rights to permit it to provide the licenses and services as described herein. In the event that HARRIS SYSTEMS USA Inc. does not consummate the transactions contemplated by that certain Asset Purchase Agreement, by and among the parties set forth on the signature pages attached thereto, this Agreement will be null and void *ab initio* and the Licensee shall have no action, claim or demand against N. Harris Computer Corporation OR HARRIS SYSTEMS USA Inc. or any other person as a consequence of such event and the Licensee would have no corresponding obligations.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

12. CONFLICT OF INTEREST: HARRIS SYSTEMS USA, INC. agrees that no official, officer or employee of the Licensee shall have any personal or beneficial interest whatsoever in the services or property described herein, and HARRIS SYSTEMS USA, INC. further agrees not to hire, pay, or contract for services of any official, officer or employee of the Licensee. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of HARRIS SYSTEMS USA, INC. by placing HARRIS SYSTEMS USA, INC.'S own interests, or the interest of any party with whom HARRIS SYSTEMS USA, INC. has a contractual arrangement, in conflict with those of Licensee.

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

**HARRIS SYSTEMS USA, INC.**

Address: 2600 Technology Drive, Ste 900  
Plano, Texas 75074

By: \_\_\_\_\_

Name: Dean deVilleneuve

Title: Executive Vice President

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ADAMS**

Address: 4430 S. Adams County Parkway  
Suite C5000A  
Brighton, CO 80601

By: \_\_\_\_\_

Charles "Chaz" Tadesco

Chairman

Date: \_\_\_\_\_

Clerk of the Board

\_\_\_\_\_



Approved as to Form

\_\_\_\_\_

County Attorney



## Purchase Order 1 Maintenance

This Purchase Order 1 ("Purchase Order") to the HARRIS SYSTEMS USA, INC. Master License and Services Agreement ("Agreement") is effective as of December 1, 2013 ("Effective Date") by HARRIS SYSTEMS USA, Inc., and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement. For purposes of this Purchase Order and the Agreement, "Business Unit" means the Adams County Assessor's Office.

1. HARRIS SYSTEMS USA, INC. will provide the following Maintenance services as of the Effective Date:
  - A. Unlimited phone, internet, and email support during normal business hours for two (2) contacts.
  - B. Licensed Software updates as needed to stay in compliance with relevant legislation, as determined by HARRIS SYSTEMS USA INC.
  - C. General product enhancements provided to all Maintenance customers.
2. Licensee shall be invoiced annually with payment due on or before January 1 for the following year's Maintenance services. The Maintenance fees for the Initial Term (as defined below) shall be the pro rata amount of HARRIS SYSTEMS USA, INC.'s set Maintenance fee for the then current year.
3. Payment of the Maintenance fees are required to be paid by Licensee as specified in the Agreement. Payment of the Maintenance fee is due within thirty (30) days after the receipt of HARRIS SYSTEMS USA, INC.'s invoice by Licensee. In no event shall Licensee be liable for payment under this Agreement for any amount in excess of the amounts stated in section 4. The Licensee is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for HARRIS SYSTEMS USA, INC. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
4. Annual Maintenance fees for the period January 1 2014 through December 31 2014 are set forth below and will be prorated based on the current support terms listed in 4A below. Proration of Maintenance fees will only be granted if Licensee has paid CCi for all current Maintenance fees as of the effective date of this Agreement. Otherwise, the Maintenance fees shall be those "Annual Fees" as listed below.

Product	Annual Fee	Fee Due January 1 2014
Admin Support	\$51,996.20	\$17,322.07 (prorated)
FieldWare Support	\$11,772.20	\$11,772.20
GeoWare Support	\$21,134.30	\$21,134.30
RealWare Support	\$51,996.20	\$43,330.16 (prorated)
M&S Cost Tables	\$29,519.84	\$29,519.84
M&S Admin Cost	\$5,903.97	\$5,903.97
<b>Total Maintenance</b>	<b>\$172,262.71</b>	<b>\$128,982.50</b>

- 4A. Payment for all maintenance services between the effective date of this agreement and the start of the new maintenance period described in section 4 above will be prorated based on the following annual amounts:

Admin Support	Effective date through August 31 2014	\$47,242.00
FieldWare Support	Effective date through December 31 2013	\$10,702.00
GeoWare Support	Effective date through December 31 2013	\$19,213.00
RealWare Support	Effective date through February 28 2014	\$47,242.00

5. The Maintenance term shall begin immediately either (i) once the Licensed Software is in production where the Licensed Software is being installed or (ii) as of the Effective Date where the Licensed Software has previously been installed, as applicable and continue for a period ending at the end of the day on December 31<sup>st</sup> of the then current year ("Initial Term"). Upon expiration of the Initial Term (except where the Initial Term expires in accordance with section 6, in which case this Purchase Order shall automatically renew for the Final Term) or a Final Term (as defined below), this Purchase Order shall automatically renew for successive periods of one (1) year ("Subsequent Terms") on January 1<sup>st</sup> of the subsequent year and ending at the end of the day on December 31<sup>st</sup> of the same year unless either party provides the other party with written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term that such term will not be renewed. Where such notice is not provided, the payment for the Maintenance fee related to each Subsequent Term is due by January 1<sup>st</sup> of the relevant Subsequent Term, and Licensee shall be obligated to pay the Maintenance fee for the entire Subsequent Term.
6. Where Section 4 or Section 4A states that a term that does not end on December 31<sup>st</sup>, then such terms shall all be deemed to be Initial Terms. Following the last renewal of such an Initial Term, HARRIS SYSTEMS USA, INC. shall invoice Licensee for the remaining period of time from the end of the Initial Term for a period ending at the end of the day on December 31<sup>st</sup> of the then current year (the "Final Term"). Thereafter, the terms of section 5 shall apply to each Subsequent Term.



7. In the event a material change in legislation requires a substantial amount of development effort by HARRIS SYSTEMS USA, INC., as determined by HARRIS SYSTEMS USA, INC. with Licensee consultation, HARRIS SYSTEMS USA, INC. reserves the right to impose a one-time Legislative Compliance Fee which shall be a fee that is in addition to the Maintenance fee detailed above and which may be invoiced at any time during the Initial Term or any Subsequent Term, but no more than once in any given term.
8. After the Initial Term, maintenance fees may be adjusted with 180 days' notice unless this Purchase Order specifies the pricing of any Subsequent Term.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.


**HARRIS SYSTEMS USA, INC.**

Address: 2600 Technology Drive  
Ste. 900  
Plano, Texas 75074

By:   
Name: Dean deVilleneuve  
Title: Executive Vice President

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ADAMS**

Address: 4430 S. Adams County Parkway  
Suite C5000A  
Brighton, CO 80601

BY:   
NAME: Charles "chaz" Fedesco  
TITLE: Chairman  
DATE: 1-27-14