

PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES

Agreement made this _____ day of February 2022 between Tracker Software Corporation, Inc., doing business as **PubWorks**, a Colorado Corporation, with a place of business at PO Box 6502, Snowmass Village, CO 81615 (“TSC”) and Franklin County (“Customer”), a political subdivision of the State of Kansas.

In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Nature of Agreement

The purpose of this Agreement is to specify the terms and conditions under which TSC shall provide a license for use of its computer software program (**PubWorks**) including installation, data conversion, training, and other services for Customer for the duration of this Agreement.

2. Scope of Services

TSC shall provide its **PubWorks** application software and services for Customer, herein by reference.

2.1 Software & Related Services

This agreement includes the following software modules and services listed in the table below. **PubWorks** is sold as a perpetual site license exclusively for the Customer, its divisions, and employees, placing no limit on the number of Customers or PCs on which the software is installed.

Charge Description	Quantity	Rate	Total¹
Asset Management/Core Module (Required)	1	\$ 9,500	\$ 9,500
Service Requests Module	1	\$ 2,350	\$ 2,350
Online Service Requests Module	1	\$ 1,175	\$ 1,175
Fleet Maintenance Module	1	\$ 4,750	\$ 4,750
Mobile Scanning Application	1	\$ 1,175	\$ 1,175
Online Fleet Service Requests Module	1	\$ 1,175	\$ 1,175
Inspections Module	1	\$ 2,350	\$ 2,350
PubWorks Mobile Application	1	\$ 4,750	\$ 4,750
GIS MapViewer Module ¹	1	\$ 4,750	\$ 4,750
Software Total			\$ 31,975
Basic Installation and Data Conversion Estimate	< 30 Hours	\$ 125/Hour	Included
Onsite User Training	4 Days	\$ 975/Day	Included
GIS Data Conversion	< 5 Layers	\$ 125/Layer	Included
Implementation Services Estimate			Included
Total Program Cost			\$ 31,975

1 As a Cloud Customer, GIS MapViewer (for desktop workstations) requires a minimum of (1) Concurrent-user ArcEngine license, allowing an unlimited number of users access to GIS MapViewer, but (1) concurrent-user. Additional licenses may be purchased at a cost of \$1,250 per concurrent license. NOTE: There is no ESRI requirement for mapping functionality via PubWorks Mobile Application.

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2.2 Services

This agreement includes the following: **(30) Hours** of basic installation, configuration, and data conversion of listing data in .csv or Excel format. This shall also include the establishment of key drop-down menu items and up to **(3) Inspection Templates**.

Additional data conversion hours exceeding the estimated amount shall be billed at a rate of \$125 per Hour. Should additional data conversion hours be anticipated, the additional effort shall be discussed with Customer prior to completing additional work.

Four **(4) days** of Onsite training shall be provided at Customer's facility.

Instructor Travel Costs for Onsite training are not included in the above quote and will be based on current market prices for reasonable and customary airline travel, vehicle rental and/or personal vehicle mileage, meals, lodging and any other related expenses. Travel costs are estimated to be less than **\$2,000**. In no instance shall billable travel costs exceed **+20%** of travel cost estimate.

2.3 Software Support

Software support is the correction of any "bug," or program error, which interferes with the correct running of the program. Software support assistance is available by phone, email, or Internet to help your program operator(s) handle those problems/issues for which they need assistance. Software support does not include new programming, restoration of data, additional onsite work, or hardware problems for all of which there would be a negotiated charge. Software support is available by phone, or via email during regular business hours – Monday through Friday, **(7:00 am-5:00 pm Mountain Time.)** Customer Support is provided by trained and experienced customer support representatives and/or system engineers.

2.4 Annual Software Maintenance and Support (ASM)

Ongoing customer support is provided free of charge for the first six months, and thereafter at a charge equal to 20% of the list cost of software purchased. An active Support and Maintenance agreement entitles you to unlimited customer support, all program updates, new versions, and all enhancements at no additional charge. This annual fee may increase over time to reflect the current inflation rates. If new modules are purchased during this agreement, the annual payment amount will increase by 20% of the cost of the new module. Based on the quote above, first-year ASM for Customer shall be equates to **\$7,595 annually**, which includes a **\$1,200 Annual Cloud Hosting Fee**.

2.5 PubWorks Cloud Option

Customer has the option for data to reside and be accessed in **PubWorks** Cloud. **PubWorks** utilizes the Azure cloud from Microsoft, with its inherent security and reliability. Within "**PubWorks** Cloud" (Microsoft Azure) the following two levels of security and access are provided:

1. Cloud access where **PubWorks** will issue user-names and passwords for each of Customer's users.
2. Application user-name and password initially established by **PubWorks**, which, once setup, can be managed by administrative users of the Customer's **PubWorks** system.

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In the **PubWorks** Cloud, a Customer database shall exist in four places:

1. Production database resident in the Azure instance of Microsoft SQL Server.
2. Back automatically created automatically daily in the early morning hours.
3. Manual back up created by **PubWorks** support team from automatic backups which are copied a secure Drobox site.
4. Back-ups are copied to a USB drive that is stored off site in a fire-proof safe.

TSC offers no warranty against data loss. However, no customer database has been lost since first customer install in 1997, due to solid back-up and security practices employed by TSC and our customers. TSC will maintain these same procedures with Customer.

4. Initial Term and Renewal

This Agreement shall take effect upon its execution by both Parties and shall remain in force with automatic annual renewals on the anniversary date of this agreement contingent on the Customer's payment of the Annual Support and Maintenance fee. Non-payment of the Annual Support and Maintenance fees will give TSC the right to terminate its support services. The Customer shall have the right, by providing written notice, to TSC to terminate and cancel this agreement, without cause, upon 30 days written notice. In such event, the Customer shall not be liable to TSC except for work performed or fees earned prior to such notice.

5. Payment Terms

(A) Upon approval to proceed, Customer will be invoiced **50%** of the Total Project Estimate.

(B) Remaining **50%** plus any additional agreed upon expenses, including Instructor Travel Costs (if applicable) shall be invoiced following the completion of training.

(C) Terms shall be Net 15.

6. Miscellaneous

(A) Unless otherwise agreed, the **PubWorks** software provided in this Agreement shall be licensed to the Customer for use at any computer processing unit(s) or within a network system at the Customer offices. Customer shall not reproduce, modify, sell, or transfer any such licensed software without the prior written permission of TSC. TSC warrants that it is the owner or is otherwise duly authorized to license software identified in this Agreement. TSC warrants for the term of this Agreement that any software installed or developed by it pursuant to this Agreement shall be free of any known defects and any such defects identified shall be promptly and corrected.

(B) Additional services may be provided by TSC, provided that the Customer agrees in advance, in writing, to the terms and conditions upon which the services will be provided.

(C) Program modifications, other than changes necessary to make the programs, software and installation operate in accordance with the expectations of the Customer and the representations of TSC, may be provided by TSC and the charges will be at the standard hourly rate. Customer shall not be liable for payment for any such additional services unless the Customer has consented thereto in writing prior to the provision of such service.

(D) TSC shall not assign, transfer, sell, release, or otherwise disclose to any third party, or make use of the Customer's data, records or other proprietary information that has been disclosed or made available to TSC while performing its obligations under this agreement during the term of this agreement or at any time thereafter without the prior written consent of the Customer thereto.

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7. Governing Law

This Agreement shall be interpreted under Kansas law. The parties agree that any dispute governing the terms hereof may be resolved through mediation or arbitration in accordance with Kansas law, if acceptable to both parties. If any litigation is instituted to resolve any such dispute, it shall be brought only in court with appropriate jurisdiction located in Kansas. In any such action, the prevailing party shall be entitled to costs if the mediator, arbitrator, or judge determines that there was not a good faith or reasonable basis for the other party's position.

IN WITNESS WHEREOF, the parties below agree to all terms of this agreement this ____ day of February 2022.

DATED: _____

DATED: _____

DATED: _____

Tracker Software Corporation

Peter D. Anzalone, President

Dated: _____