

RIGHT STUFF SOFTWARE CORPORATION

APPLICATION HOSTING AGREEMENT

END USER

This APPLICATION HOSTING AGREEMENT (“Agreement”) is made by and between Right Stuff Software Corporation (“Right Stuff”) whose mailing address is 700 Stonehenge Pkwy Unit A, Dublin, Ohio 43017, and Town of Danville, Indiana, whose mailing address is 49 N Wayne St, Danville, Indiana 46122 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. GRANT OF LICENSE; TERM.

In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license (“Access License”) to host the current object code version of Right Stuff Software’s Precinct Manager Application (“Application”). Right Stuff will host the Application on Right Stuff’s equipment or equipment leased or rented by Right Stuff. This Agreement provides the conditions and terms for the hosting environment and the ability to provide for the availability of the Application (“Service”).

- (A) Length of Service. Licensee agrees to an initial thirty-six (36) month contractual term of service (“Initial Term”) under this agreement. The length of contract required is based on the type of service desired by Licensee and shall be determined solely by Right Stuff. After the Initial Term, this Agreement shall continue for successive one (1) year periods (“Renewal Periods”), which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to Right Stuff’s rights of revision as described in Section 2(B), and unless and until either party terminates the Agreement in accordance with Section 3.
- (B) Service Start Date. Service shall begin at the start of implementation.
- (C) Go Live date. The Go Live Date shall be the first date the licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

2. PRICE AND PAYMENT

Licensee shall make payment to Right Stuff for the Access License pursuant to the fees and payment terms set forth in Exhibit A.

- (A) Payment Due Date. Licensee agrees to pay all fees on invoices sent by Right Stuff, whether the invoice is sent by electronic mail or by US Postal mail, within sixty (60) days of receipt. Accounts that are delinquent may be canceled for nonpayment. To re-instate a canceled account, a new setup fee will be incurred at the then current rates, subject to approval of credit.

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- (B) Fee Increases. Right Stuff reserves the right to revise the fees at any time during a Renewal Period upon ninety (90) days' notice to Licensee of such proposed revisions, such revisions to take effect on the ninetieth day after such notice is given ("Effective Date"). If such proposed revisions are unacceptable to Licensee, Licensee may terminate this Agreement pursuant to the termination provisions herein. In the event that Licensee continues to use the Access License after the Effective Date of the fee increases, the Licensee is deemed to have accepted the revised fee(s) as proposed in the notice of the increased fees. For each Renewal Period, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the commencement of the initial term. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Period which is subject to the annual increase.

3. TERMINATION

- (A) For Convenience. Either party may terminate this Agreement at any time on at least ninety (90) days written notice to the other. Such notice of intent to terminate shall provide a date at least ninety (90) days from the date of such notice, on which this Agreement shall be considered terminated ("Termination Date"). In the event the Licensee terminates this Agreement, Licensee shall pay to Right Stuff in full for the calendar month in which the Termination Date falls.

- (B) For Cause.

- (1) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon at least ninety (90) days' prior written notice to the defaulting party. Upon receipt of notice of intent to terminate for breach, the defaulting party shall have ninety (90) days to cure the default. If the default is not cured within ninety (90) days, this Agreement shall be deemed terminated as of the date provided in the notice. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.
- (2) Notwithstanding the forgoing, Right Stuff may immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Right Stuff, it determines that:
- (a) Licensee is using the Service, or is allowing, authorizing or assisting the use of the Service, for illegal purposes; or
 - (b) Licensee is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
 - (c) Licensee downloads or installs third party software to Right Stuff's Website or computers without the express written authorization of Right Stuff.

4. SERVICE AVAILABILITY.

- (A) Right Stuff shall use commercially reasonable efforts to provide the Service on a twenty-four (24) hour a day, seven (7) days a week basis throughout the term of this Agreement.
- (B) Licensee hereby acknowledges that from time to time the Service may be inaccessible, inoperable, or interrupted for any reason including, without limitation:

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- (1) Equipment malfunctions;
- (2) Periodic maintenance procedures or repairs that Right Stuff may undertake; or
- (3) Causes beyond the control of Right Stuff or that are not reasonably foreseeable by Right Stuff including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, acts of nature, third-party equipment and transmission failures, or security breaches.

(C) Licensee further agrees that the availability of the Service may be inaccessible during periods of time for which Licensee has scheduled upgrades or downgrades to the Service or other hosted applications. Right Stuff will provide Licensee with at least forty-eight (48) hour prior notice of any anticipated downtime.

5. MAINTENANCE SERVICES.

Right Stuff will perform maintenance services as it determines are reasonably necessary to maintain the continuous operation of the hosted Application. Licensee agrees to periodically scheduled maintenance downtime periods. Right Stuff will provide at least twenty-four (24) hour prior notice of the anticipated maintenance downtime if such downtime will fall during normal working hours, except when emergency maintenance is necessary, in which case no prior notice shall be required.

6. BACKUPS.

Right Stuff shall use commercially reasonable efforts to back up the Licensee's data within the hosted Application. Licensee acknowledges that Right Stuff cannot guarantee availability of backups in the event of data loss.

7. HARDWARE, EQUIPMENT AND SOFTWARE.

Licensee is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary for Licensee to access the hosted Application. It is the responsibility of the Licensee to provide equipment that is compatible with the hosted Application.

8. CYBER INSURANCE

Right Stuff shall maintain cyber liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate. Right Stuff will make all reasonable efforts to maintain this insurance in force during the entire term of this Agreement.

9. WARRANTY.

(A) Right Stuff represents and warrants that the Service and any maintenance services (collectively referred to as the "Services") performed under this Agreement shall be performed in a professional and workmanlike manner, and the Services will be performed and operated in accordance with its obligations as defined by this Agreement.

- (B) Licensee expressly agrees that use of the Service is at Licensee's risk. Neither Right Stuff, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that the Service will not be interrupted or error-free; nor does Right Stuff make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement.
- (C) RIGHT STUFF DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY THE LICENSEE INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES OR SERVICE INTERRUPTIONS BY ANY CAUSE OR ERRORS OR OMISSIONS OF THE LICENSEE. USE OF ANY INFORMATION OBTAINED BY WAY OF RIGHT STUFF IS AT THE LICENSEE'S OWN RISK, AND RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. RIGHT STUFF EXPRESSLY LIMITS ITS DAMAGES TO THE LICENSEE FOR ANY NONACCESSIBILITY TIME OR OTHER DOWN TIME TO THE PRO RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY. RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITIES FOR ANY DAMAGES ARISING AS A CONSEQUENCE OF SUCH UNAVAILABILITY.
- (D) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Service.
- (E) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from loss of data within the hosted Application, servers, databases, and backups resulting from, but not limited to, file corruption, communication failure user error, application errors or failures, unauthorized use or access. Right Stuff will not be liable for the results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to our records, programs or services. Licensee acknowledges that this paragraph shall apply to all content within the hosted Application, information and data on the server, any physical or virtual server, computer, hardware, software, paper files that Right Stuff maintains, operates or stores.
- (F) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, Licensee's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (excluding willful misconduct or gross negligence) will not: (1) exceed the actual dollar amount due for the Initial Term; and (2) will not include or be

allowed for any incidental, consequential, extemporaneous or punitive damages of any kind including, without limitation, loss of data, file, profit, good will, time, savings or revenue.

- (G) This warranty is a limited warranty, and it is the only warranty made by Right Stuff. Right Stuff makes and Licensee receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Right Stuff shall have no liability with respect to its obligations under this Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. The stated express warranty is in lieu of all liabilities or obligations of Right Stuff for damages arising out of, or in connection with the delivery, use, or performance of the Service.

10. INDEMNITY.

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that any Services or software system used within the scope of this Agreement infringes any U.S. patents, copyrights, licenses or other property rights; provided, however, that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Application, or if Right Stuff believes that the Application is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Application, or replace or modify the Application so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Access License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Application or any parts thereof.

11. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

(A) Definitions.

- 1) “*Licensee Information*” means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers (“Licensee PII”); and (d) any other information received from or

on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Indiana’s Access to Public Records Act.

(2) “*Right Stuff Information*” means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment (“*Deliverables*”), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Indiana’s Access to Public Records Act.

(3) “*Information*” means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity (“*Recipient*”) already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity (“*Discloser*”); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient’s breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any “non-public personal information” about Licensee’s customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder (“GLBA”), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser’s prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.

- (3) Recipient may disclose Information to the extent required by law or legal process, provided that:
 - (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order;
 - (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and
 - (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.
- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
- (3) Notwithstanding any other provision of this Agreement, Section 11(C)(2) shall not apply if Licensee receives a public record request pursuant to Indiana's Access to Public Records Act and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Indiana law.

- (D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products")) and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably

requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

- (E) Restrictions. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Indiana, Licensee is subject to Indiana's Access to Public Records Act and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

11. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee:	Town of Danville, Indiana 49 N Wayne St Danville, IN 46122 Attn: Clerk-Treasurer	Right Stuff:	Right Stuff Software Corporation 700 Stonehenge Parkway Unit A Dublin, OH 43017 Attn: President
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12. GENERAL.

- (A) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God,

and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Indiana.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Hendricks County, Indiana.
- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.
- (N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.
- (O) E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Right Stuff, by entering into the Contract with Licensee, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Right Stuff is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Right Stuff hereby states that it does not knowingly employ an unauthorized alien. Right Stuff further affirms that, prior to entering into the Contract with Licensee, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
- (P) Non-Discrimination. Consistent with Ind. Code §22-9-1-10, Right Stuff agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

LICENSEE:

Right Stuff Software Corporation

Town of Danville, Indiana

Name (Print): Renee Shaul

Name (Print): _____

Signature: _____

Signature: _____

Title: Officer

Title: _____

Date _____

Date _____

EXHIBIT A

1. ACCESS LICENSE

Licensee has the right to access the Precinct Manager from all supported devices. This access is limited to employees of the Licensee.

2. HOSTING FEES

All payments are to be made in U.S. dollars, payable net 60.

The Initial Term is a three-year (36-month) term. Pricing is based on the completion of the Initial Term.

Hosting fees will begin one month prior to the Go Live Date and will be \$200 per month. The first-year invoice will be a pro-rated amount of monthly hosting fees for the remainder of that calendar year. Hosting fees for subsequent calendar years will be invoiced in January.