

ARAPAHOE COUNTY ADDENDUM TO SOFTWARE AGREEMENT

1. PURPOSE AND EFFECT:

- (a) This Addendum supplements and modifies the software agreement (the "Software Agreement") between Arapahoe County, Colorado (the "County") and the software provider (the "Provider") named on the Software Agreement governing the use of software being purchased by the County (the "Software"). The Provider's acknowledgment, acceptance of payment, or delivery or provision of the Software shall constitute the Provider's unqualified acceptance of this Addendum. This Addendum is provided in recognition of the County's legal and other restrictions as a governmental entity. Any conflict between this Addendum and the Software Agreement shall be resolved in favor of this Addendum.
- (b) This Addendum will continue to apply to any future modifications of the Software Agreement if such modifications are permitted by the Software Agreement.
- (c) The County's issuance of a purchase order referencing the Software Agreement or authorized signature on the Software Agreement constitutes the County's acceptance of the Software Agreement subject to this Addendum. Any required acceptance of the Software Agreement by a County employee, whether by signature or electronic acceptance shall only be effective as a ratification of the County's acceptance of the Software Agreement subject to this Addendum.

- 2. **GOVERNING LAW; JURISDICTION; VENUE:** The rights and duties of the parties under the Software Agreement shall be governed by the laws of the State of Colorado, excluding its conflicts of law provisions. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under the Software Agreement. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Arapahoe, State of Colorado.
- 3. **PUBLIC RECORDS:** The Software Agreement and this Addendum, upon execution, shall be public records subject to disclosure under the Colorado Open Records Act or any other legal disclosure requirement.

4. INDEMNIFICATION:

- (a) The Provider agrees to indemnify, defend, and hold the County and its officials, officers, employees and agents harmless from and against any and all third-party claims alleging that the Software infringes the third-party's intellectual property rights. Nothing in the Software Agreement or Addendum shall be construed as a waiver of any defense available to the County under the Colorado Governmental Immunity Act or any similar provision. This provision shall survive the termination of the Software Agreement. If requested by the County, the Provider shall, at its own expense procure the right to continue using the Software or replace or modify the same so that they become non-infringing.
- (b) Any requirement contained in the Software Agreement of the County to indemnify, defend, hold harmless Provider or any other party, or otherwise become responsible for another party's liability, is hereby rejected and deleted from the Software Agreement. The County cannot legally indemnify another party. The County shall also not be liable for any interest payment levied as a result of a late payment.

- 5. **LIMITATIONS OF LIABILITY:** Any limitations or exclusions of Provider's liability shall not apply to Provider's obligations under the Software Agreement or this Addendum to indemnify the County, protect confidential information, or provide security of County data.

- 6. **INSURANCE:** Provider shall acquire and maintain insurance coverage adequate to protect it from liability arising out of the Software Agreement and this Addendum.

- 7. **TAXES:** The County is a tax-exempt governmental entity and shall not be liable for payment of any taxes under the Software Agreement.

- 8. **ATTORNEY FEES AND COSTS:** The County does not agree to any clauses relating to the award of attorney's fees or costs.

9. DISPUTE RESOLUTION:

- (a) Any obligation to resolve a dispute between the parties by mandatory arbitration is hereby rejected and deleted from the Software Agreement.
- (b) Any waiver by the County to a jury trial is also hereby rejected and deleted from the Software Agreement.

- 10. **LICENSE RESTRICTIONS:** Any limitation on the County's right to reverse engineer or copy the features or functionality of the Software is except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

11. NON-APPROPRIATION:

- (a) The payment of County obligations hereunder in fiscal years subsequent to the current year are contingent upon funds being appropriated and budgeted. If funds for the Software are not appropriated and budgeted in the year subsequent to the fiscal year of the execution of the Software Agreement the County may terminate the Software Agreement. The County's current fiscal year is the calendar year. Additionally, such cancellation shall not impose any penalty against the County in the event of a failure to appropriate sufficient funds.
- (b) The County does not agree to any automatic renewals provided for in the Software Agreement unless the County has the opportunity to opt out or terminate the Software Agreement prior to renewal.

- 12. **SEVERABILITY:** Any provision of the Software Agreement or this Addendum which is prohibited or found to be unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

- 13. **ELECTRONIC SIGNATURES.** The parties approve the use of electronic signatures for the execution, amendment, or any other action requiring a signature for the Software Agreement or this Addendum.

CONTRACTOR: Let's Corp.

ARAPAHOE COUNTY ADDENDUM TO SOFTWARE AGREEMENT

By: Rita Stitzguel
(signature)
Title: CFO

Signed this _____ day of _____,

State of Colorado)
County of _____)

Subscribed and sworn to before me this _____ day of _____,

by _____.

My commission expires _____.

Notary Public

Initials RS Date 06/24/2024

PLEASE SEE ATTACHED:
CA NOTARIAL CERTIFICATE

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____

Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

(Rev 7/31/2023)

JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 24th day of June, 2024 by

Rita Fitzgerald

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Amy L. Schroll

AMY L. SCHROLL, NOTARY PUBLIC
For the State of California
Contra Costa County Commission: 2420099
Commission Expiration: October 9, 2026

OPTIONAL INFORMATION

Title/Type of Document: Arapahoe County Addendum to
Software Agreement