DOCUMENT MANAGEMENT AGREEMENT

Agreement made ~~June~~ July 26 , 2010, between the City of Sioux Falls, SD (the "City"), and SIRE Technologies, 2211 West 2300 South, West Valley City, UT 84119 (the "Contractor").

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Section One

The Contractor shall provide a complete document management system and follow the plan as detailed in RFP 10-0049.

Section Two

In consideration for its services, the City agrees to pay Contractor $95,070.40, along with actual travel expenses as detailed in Exhibit A. Contractor agrees to hold the price for annual maintenance for five years. (See the maintenance Agreement which is attached as Exhibit B and made a part of this Agreement). Contractor also agrees to keep the license pricing fixed for five years. (See the software license agreement is attached hereto as Exhibit C and made a part of this Agreement).

The City will pay the Contractor 50 percent of the total upon receipt of the software. An additional 35 percent will be paid upon completion of install and training and the remaining 15 percent shall be paid to the Contractor after 30 days from the "go live" date.

Section Three

This Agreement shall be a five year agreement and shall commence on July 1, 2010, and terminate on June 30, 2015.

Section Four

The Contractor shall be subject to the provisions of Chapter 21 1/2 of the Code of Ordinances of the City of Sioux Falls. It is declared to be discrimination for the Contractor, because of race, color, sex, creed, religion, ancestry, national origin, or

disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the Contractor is guilty of discrimination, this Agreement may be terminated in whole or in part by the City and the Contractor shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the Agreement so terminated or canceled.

Should the Sioux Falls Commission on Human Relations in a proceeding brought as provided by the Revised Ordinances of Sioux Falls find that the Contractor has engaged in discrimination in connection with this Agreement and issue a cease and desist order with respect thereto, the City shall withhold up to fifteen percent of the contract price until such time as the commission's order has been complied with or the Contractor has been adjudicated not guilty of such discrimination.

The Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section Five

The Contractor shall secure the insurance specified below. All insurance secured by the Contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than $1,000,000 each accident, $1,000,000 disease—policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and a property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this Agreement.

3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

4. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the Contractor in the amount of $1,000,000 each occurrence and $1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Contractor and assumes no responsibility therefor.

The Contractor will provide the City with at least 30 days written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests and assumes no liability therefor.

Section Six

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this Agreement, this Agreement shall impose no obligation on the City for payment. This Agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Contractor, its successors, or assignees, for any further payments.

Section Seven

The parties agree that the Contractor operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Contractor is inclusive of any use, excise, income or any other tax arising out of this Agreement.

Section Eight

The funding being provided pursuant to this Agreement is an authorized budget item of the City of Sioux Falls for calendar year 2010. If the financial condition of the City should

change during the term of this Agreement to the extent that the City would or might have insufficient yearly revenue to meet all of its budgeted expenditures, this Agreement may be modified and the funding provided for herein reduced by a percentage amount equal to the percentage amount by which the City's 2010 general fund operating budget is negatively impacted by spending restraints implemented at the direction of the City's Mayor. By way of illustration, if the Mayor would issue expenditure restraints reducing actual expenditures under the 2010 general fund operating budget by 15 percent, the funding provided for in this Agreement may also be reduced by 15 percent. Any reduction so imposed shall be at the sole discretion of the City.

Section Nine

The Contractor agrees to hold the City harmless from all claims or liability including attorneys' fees arising out of the services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of an act, error, or omission of the Contractor and/or its employees/agents arising out of the services described in the Agreement.

Section Ten

The City may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

If the termination is due to the failure of the Contractor to fulfill the contract obligations, the City may take over the work and complete it by contract or otherwise. In such case, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

The rights and remedies of the City provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

Section Eleven

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.
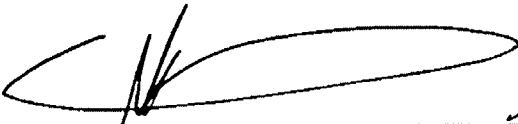
Section Twelve

This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section Thirteen

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.
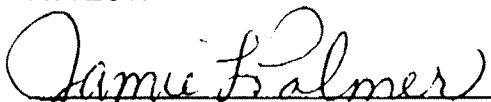
_____
MAYOR

_____
SIRE Technologies
2211 West 2300 South
West Valley City, UT 84119

ATTEST:

FEDERAL TAX ID NO. 87-0508307

_____
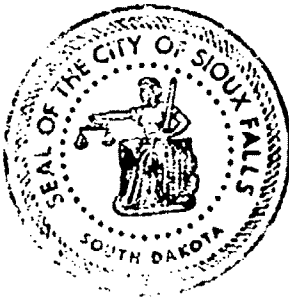City Clerk, Asst

SD SALES TAX NO. _____

SIRE

T E C H N O L O G I E S

Document Management & Agenda Automation
for State & Local Government

Quote

To:	City of Sioux Falls SD		Date:	June 1, 2010
	224 West Ninth Street, P.O. Box 7402		Expiration Date:	17-Jun-10
	Sioux Falls, SD 57117-7402		Sales Manager:	Troy Doller
	Phone: 605-367-8836			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	MAINTENANCE
		HARDWARE			
0.00		Server PC: Application Server: Provided by the City.	$	-	
0.00		Windows Server 2003 or higher	$	-	
0.00		Server PC: Database Sever:	$	-	
0.00		Microsoft SQL Server 2000 or higher	$	-	
		SUBTOTAL HARDWARE	$	-	
		SOFTWARE			
		SIRE SERVER CORE			
1.00	40050	SIRE Server Core - This is a one time cost for any size customer that provides the PDF, FTR and other needed capabilities. This is required for all clients. This is a required component for EDMS. Includes the following modules: SIRE Administrator, SIRE FileCenter / WebCenter, SIRE OCR / FTR, SIRE Retention Manager, SIRE Office Add-in Module, SIRE Reports (Requires MS SQL), SIRE Web Publishing, and SIRE Workflow.	10,500.00 $	10,500.00	2,100.00
		SIRE EDMS LICENSES			
10.00	40051	SIRE Electronic Document Management Concurrent User License (1 - 25 Licenses) - Allows for users to perform document management functions either through SIRE WebCenter or SIRE FileCenter.	979.00 $	9,790.00	1,958.00
1.00	40058	SIRE Read-Only - unlimited licenses	13,997.00 $	13,997.00	2,799.40
10.00	10050	SIRE Capture Station (Per Workstation) - Batch scan and index module with barcode recognition capabilities. Single User license	2,495.00 $	24,950.00	4,990.00
0.00	10055	SIRE Auto Indexing (Server License) - Allows auto indexing functionality with capture an Auto Indexing sever is required.	5,000.00 $	-	-
0.00	10064	SIRE Scan to Folder (Per Workstation) - Provides scanning directly into SIRE FileCenter	495.00 $	-	-
		SIRE eFORMS			
1.00	30050	SIRE Forms: Allows for the creation, editing and publishing of online forms. This is an enterprise license.	5,995.00 $	5,995.00	1,199.00
		SIRE API LICENSE			

0.00	100050	SIRE .NET API - Combines the functionality typically associated with Archival, Query, "Reverse" and Customizing API's. This allows the user to integrate SIRE with virtually any 3rd party application or database for all three levels of integration. There are not limit to the number of queries ran with this license.	12,995.00	$	.	.
		THIRD-PARTY SOFTWARE INTEGRATIONS			
1.00		Software Integration	5,000.00	$	5,000.00	1,000.00
		SIRE E-MAIL ARCHIVING			
0.00	80055	or Pop 3 Email Clients - Provides email archiving capabilities for Pop 3 Email systems	3,995.00	$	.	.

		SUB-TOTAL SOFTWARE		$	?0,030.?? $	?9,0?6.??

		SERVICES			
5.00	120050	Project Management (Per Day Cost)	1,350.00	$	6,750.00
3.00	120051	Installation, Implementation, & Testing days (Per Day Cost)	1,350.00	$	4,050.00
2.00	120055	Cabinet Configuration (Per Day Cost)	1,350.00	$	2,700.00
2.00	120056	Scanner Setup and Configuration (Per Day Cost)	1,350.00	$	2,700.00
0.00	120057	Auto-Indexing Configuration (Per Day Cost)	1,350.00	$	.
0.00	120063	Workflow Definition and Configuration (Per Day Cost)	1,350.00	$	.
1.00	120059	Acceptance Testing (Per Day Cost)	1,350.00	$	1,350.00
2.00	120058	Website Configuration / Customization (Per Day Cost)	1,350.00	$	2,700.00
0.00	120064	Custom Reports (per report)	1,000.00	$	.
5.00	120063	Per 3rd Party Application Integration	1,350.00	$	6,750.00

		SUB-TOTAL SERVICES		$	27,???.??

		ONSITE TRAINING			
0.00	130052	SIRE Workflow Administrator Training - Usually requires 3 days Cost per day.	1,350.00	$	.
2.00	130058	SIRE EDMS System Administrator Training - Usually requires 2 days. Hands-on training. 1 day training minimum. Cost per day.	1,350.00	$	2,700.00
2.00	130059	SIRE EDMS End User Training - Usually a 3 hour class for basics and 1 day class for more complete hands-on training Cost per day.	1,350.00	$	2,700.00
2.00	130061	SIRE Forms Administrator Training - Usually requires 2 days hands-on training. Cost per day.	1,350.00	$	2,700.00
2.00	130062	SIRE Capture Scanner Training - Best done in groups of 1 - 4 people. Usually requires 1 day. Cost per day.	1,350.00	$	2,700.00
0.00	130064	SIRE API Training - Usually requires 2 days hands-on training with a minimum of 1 day. Cost per day.	1,350.00	$	.
0.00	130066	Creation of Custom Training Documentation - site specific documentation.	2,500.00	$	.

		SIRE FOCUS TRAINING - SALT LAKE CITY			
0.00	130070	SIRE Workflow & Forms - Includes 4 days for Workflow I & II. Includes requirement gathering and some scripting. Cost per person.	895.00	$	.
0.00	130073	SIRE Administrator Training - Includes 4 days for system design, cabinets, logs, security, backups, etc. Cost per person.	895.00	$	.
0.00	130075	SIRE Power User Training - Includes 4 days for Capture.Net, Auto-Indexing, FileCenter and WebCenter. Cost per person.	895.00	$	.

0.00	130076	SIRE Certification Testing - Includes CDIA+ and SIRE Certification testing. Cost per test.		50.00	$.

SUB-TOTAL TRAINING		$	18,800.00

EXPENSES			
3.00	Travel: Airfare (per trip)	Billed as Actual	Billed as Actual
10.00	Per Diem: Daily expense for Lodging, Car, meals (per day)	Billed as Actual	Billed as Actual
SUB-TOTAL EXPENSES		$	.

COST OVERVIEW		
Total Cost for Hardware	$	.
Total Cost for Software	$	79,232.00
Total Cost for Services	$	27,000.00
Total Cost for Training	$	18,800.00
Total Cost for Expenses	$	.
GRAND TOTAL	$	106,032.00
PURCHASE INCENTIVE	$	27,000.00
FIRST YEAR MAINTENANCE	$	14,046.40
TOTAL SYSTEM COST	$	95,070.40
ANNUAL MAINTENANCE STARTING YEAR 2	$	14,046.40

Exhibit B

SIRE TECHNOLOGIES
MAINTENANCE AGREEMENT
2211 West 2300 South
West Valley City, UT 84119

This Maintenance Agreement is made by and between SIRE TECHNOLOGIES and.

CUSTOMER AND PRINCIPAL ADDRESS

City of Sioux Falls
224 West Ninth Street, P.O. Box 7402
Sioux Falls, SD 57117-7402

hereafter referred to as "Customer". Under this Agreement, SIRE TECHNOLOGIES shall maintain the following Product, at the rates shown:

ANNUAL MAINTENANCE CHARGES

$14,046.40

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

* Product - is defined as equipment and/or software as applicable

TERMS AND CONDITIONS

TERM. The initial term of this Agreement is for a period of 1 year and 120 days from the effective date of _____. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of 5 year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

CHARGES. The charges for the maintenance described hereunder, are the total of the charges listed above. SIRE TECHNOLOGIES shall invoice the Customer sixty days prior to anniversary date, and the Customer shall pay the aggregate to SIRE TECHNOLOGIES within ten (45) days of the date of each invoice. SIRE TECHNOLOGIES has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 5 percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall pay all federal, state, or local taxes on the services rendered or parts supplied.

SERVICE HOURS. When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer requests on site support the customer will be billed at SIRE TECHNOLOGIES established service rates plus expenses. SIRE TECHNOLOGIES shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 6:00 AM to 6:00 PM daily (Mountain Standard Time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customer request and at SIRE TECHNOLOGIES' established charges for labor and travel in effect at the time such service is performed

RIGHT TO SUBCONTRACT. SIRE TECHNOLOGIES shall have the right to subcontract maintenance services to any qualified agent. The parties agree that SIRE Technologies operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and SIRE Technologies shall be that as between an independent contractor and the City and not as an employer-employee relationship. The

payment to SIRE Technologies is inclusive of any use, excise, income or any other tax arising out of this Agreement.

SERVICE NOTIFICATION. The Customer shall notify SIRE TECHNOLOGIES of suspected Product malfunction, by calling SIRE TECHNOLOGIES service and identifying the problem and symptoms. Notification may be made to SIRE TECHNOLOGIES by phone at 801-415-0626 or email: support@siretechnologies.com

RISK OF LOSS. This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of SIRE TECHNOLOGIES, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, SIRE TECHNOLOGIES shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at SIRE TECHNOLOGIES' rates. If the Customer does not agree to restore Product to normal operating condition, SIRE TECHNOLOGIES shall have the right to terminate its obligations under this Agreement. SIRE Technologies shall be subject to the provisions of Chapter 21 1/2 of the Code of Ordinances of the City of Sioux Falls. It is declared to be discrimination for the SIRE Technologies, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment. If the SIRE Technologies is guilty of discrimination, this Agreement may be terminated in whole or in part by the City and the SIRE Technologies shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the Agreement so terminated or cancelled. Should the Sioux Falls Commission on Human Relations in a proceeding brought as provided by the Revised Ordinances of Sioux Falls find that the SIRE Technologies has engaged in discrimination in connection with this Agreement and issue a cease and desist order with respect thereto, the City shall withhold up to fifteen percent of the contract price until such time as the commission's order has been complied with or SIRE Technologies has been adjudicated not guilty of such discrimination. SIRE Technologies will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the commission, its agencies or representatives, to ascertain compliance with the above provisions. This section shall be binding on all subcontractors or suppliers. If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this Agreement, this Agreement shall impose no obligation on the City for payment. This Agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of SIRE Technologies, its successors, or assignees, for any further payments.

PERFORMANCE. SIRE TECHNOLOGIES shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

LIABILITY. SIRE TECHNOLOGIES shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

SIRE TECHNOLOGIES'S LIABILITY. SIRE TECHNOLOGIES shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's

Compensation Insurance. SIRE TECHNOLOGIES personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

DEFAULT. In the event of payment default by the Customer, SIRE TECHNOLOGIES shall be entitled to collect interest and collection costs, including court costs and reasonable attorney's fees. In the event of default by the Customer in any term or condition herein, SIRE TECHNOLOGIES may, at its option, refuse service or terminate its obligations under this Agreement.

NOTIFICATION. Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

WAIVER. This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

TAX. The customer is responsible for any and all tax.

TYPES OF SUPPORT. Technical support includes telephone and email when the customer has problems or questions.

SOFTWARE SUPPORT. The customer will supply the conditions and data which caused the malfunction and help reproduce the failure.

SIRE TECHNOLOGIES	TITLE	DATE
CUSTOMER	TITLE	DATE

Maintenance Product List and Charges

Item Number	Quantity	Serial Number	Description	Annual Rate $
40050	1		SIRE Server Core - This is a onetime cost for any size customer that provides the PDF, FTR and other needed capabilities. This is required for all clients. This is a required component for EDMS. Includes the following modules: SIRE Administrator, SIRE FileCenter / WebCenter, SIRE OCR / FTR, SIRE Retention Manager, SIRE Office Add-in Module, SIRE Reports (Requires MS SQL), SIRE Web Publishing, and SIRE Workflow.	2,100.00
40051	10		SIRE Electronic Document Management Concurrent User License (1 - 25 Licenses) - Allows for users to perform document management functions either through SIRE WebCenter or SIRE FileCenter.	1,958.00
40058	1		SIRE Read-Only - unlimited licenses	2,799.40
10050	10		SIRE Capture Station (Per Workstation) - Batch scan and index module with barcode recognition capabilities. Single User license	4,990.00
30050	1		SIRE Forms: Allows for the creation, editing and publishing of online forms. This is an enterprise license.	1,199.00
	1		Software Integration	1,000.00

Exhibit C

SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING. THIS TECHNOLOGY MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET AND MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED.

1) **GRANT OF LICENSE**
   a) Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product.
   b) Licensor grants to Licensee a non-exclusive, non-transferable license to use each Software Product(s), or portions thereof, in Object Code form only, on the Designated Server. Nothing in this Agreement is intended to transfer to Licensee any rights in said Software Product, except for the right to use as set forth herein.

2) **CONSIDERATION** - As consideration for the license of the Software Product, Licensee shall pay Licensor a stated License Fee.

3) **TERM OF AGREEMENT** - The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon the Licensor's prior written notice, or default by licensor or Licensee as may be set forth in other provisions of this Agreement. Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (5) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product. In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

4) **TITLE** - The original and any copies of the Software Product, in whole or part, including Licensor-supplies translations, compilations, partial copies, modifications and updates, are the property of Licensor (or with regard to third party software, the property of the third party).

5) **DEFAULT** – In the event that Licensee or Licensor fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after Licensee of Licensor gives the other party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In no event shall an action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

6) **COPYING THE SOFTWARE** - Licensee may make copies of the Software Product in Object Code form only solely for use by Licensee for backup or archival purposes or for placing the Software Product in a form for execution on the Designated Server. Licensee agrees to maintain records of each copy of the Software Product, and upon request, such record will be provided to Licensor. All copies, or portions thereof, must bear any proprietary notice which may appear on the Software Product copy furnished by Licensor under this Agreement.

7) **COPYRIGHT/TRADE SECRET PROTECTION** - Licensee agrees to place a copyright/trade secret notice in a form specified by Licensor on all copies of the Software Product which have been reproduced by Licensee.

8) **SECURITY** - Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

9) **CONFIDENTIALITY** - Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:
   a) Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents; or

b) Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor; or

c) Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

10) **PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT** - Licensor shall defend, at its expense, and claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee. In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software, Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year. Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

11) **WARRANTY** - Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions of replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

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14) **SEVERABILITY** - In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken, However, all other provisions shall remain and constitute the Agreement between the parties.

15) **ASSIGNMENT** - Except as set forth hereinafter , this Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.

16) **LIMITATION OF REMEDY** - Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages.

17) **CHOICE OF LAW/CHOICE OF FORUM** - Both parties hereby agree that, irrespective of the place of making or place of performance of this Agreement, this Agreement shall be exclusively governed and interpreted according to South Dakota Law, both Statutory and Decisional, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in South Dakota in a court of competent jurisdiction.

18) **EXPORT RESTRICTIONS** - Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, and orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce).

19) **NOTICES** All written notices to be given hereunder whether pursuant to this Agreement or a provision of law, shall be either delivered in person, by prepaid telegraphic means, or by the United States mail, postage prepaid, Notices shall be addressed as follows:

TO LICENSOR: SIRE Technologies
2211 West 2300 South
West Valley City, Utah 84119

20) **GENERAL**
   a) Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant thereto.
   b) This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.
   c) Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.
   d) No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

Licensee and Licensor acknowledge that they have read the terms and conditions of this Agreement they understand all such terms and conditions and that they agree to be bound thereby.

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