

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION APPROVING SOFTWARE LICENSE AGREEMENT WITH DEVNET

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

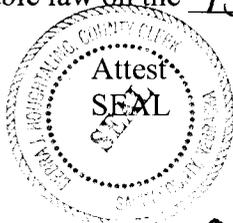
WHEREAS, the County of Sarpy desires to enter in an agreement with DEVNET for the mutual use and exchange of software as outlined in the agreement attached hereto; and,

WHEREAS, said attached agreement is in the best interests of the citizens of Sarpy County; and,

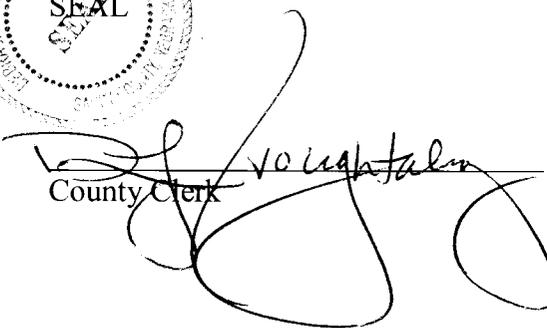
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the agreement with DEVNET, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board accepting the Agreement with DEVNET, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 15th day of October 2013.




Sarpy County Board Chairman


County Clerk

GIS SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement"), effective as of October 15, 2013 (the "Effective Date"), is made and entered into by and between The County of SARPY, Nebraska, a political subdivision of the State of Nebraska having its principal offices at SARPY County Building, 1210 Golden Gate Dr., Papillion, Nebraska 68046 ("the County") and DEVNET Incorporated, an Illinois corporation having its principal offices at 2254 Oakland Dr., Sycamore, Illinois 60178 ("DEVNET"). DEVNET and the County are individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into a Maintenance, Licensing and Support Services Agreement, dated as of November 1, 2012 (the "Existing Agreement"), pursuant to which DEVNET licensed to the County certain software that supports the processing of property taxes (collectively, the "Application Programs"), and agreed to perform certain customization, implementation and maintenance services related thereto;

WHEREAS, the County has developed, for use with the Application Programs, certain proprietary software components known as a Geographic Information System (GIS) that enable a user thereof to generate and interact with various maps, as further described on Schedule A hereto (such components, collectively, the "GIS Software");

WHEREAS, DEVNET desires to obtain from the County, and the County desires to grant to DEVNET, certain rights and licenses to the GIS Software on the terms and conditions set forth below; and

WHEREAS, the County desires to obtain from DEVNET, and DEVNET desires to provide to the County, the right to use any derivatives of the GIS Software that may be developed by DEVNET;

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. License

1.1. Delivery. Within thirty (30) days of the Effective Date, the County will deliver to DEVNET the GIS Software, in object code format, together with a copy of the source code to the GIS Software and any other user guides, reference manuals, installation materials or other written materials that describe the functionality, features, operation, use, or support of the GIS Software (such written materials, the "Documentation"). Licensee may copy the GIS Software, and any Documentation, for use in accordance with the terms of this Agreement.

1.2. License Grant. The County hereby grants to DEVNET, and DEVNET hereby accepts, a perpetual, worldwide, non-exclusive right and license to use, develop, modify, enhance, adapt, host, copy and create derivative works of, the GIS Software (in source code and object code forms) and the Documentation, in any manner or for any purpose that DEVNET shall deem appropriate, in its sole discretion, including interfacing, integrating or incorporating the GIS Software with any other software, service or product. The license rights granted to DEVNET hereunder shall include the right to distribute and sublicense the GIS Software, in object code form only, and the Documentation, on a standalone basis or integrated (or combined) with any other software, service, documentation or product, to end users anywhere in the world.

1.3. Use of Contractors. The right and license granted to DEVNET pursuant to Section 1.2 shall be deemed to include the right of DEVNET to engage third party contractors, in its discretion, to exercise on its behalf any or all of the rights granted to DEVNET therein.

2. Proprietary Rights and Confidentiality

2.1. Ownership of GIS Software. DEVNET acknowledges that the County owns or has the right to license the GIS Software and Documentation, and that, as between DEVNET and the County, except as provided herein, all right, title and interest in and to the GIS Software and Documentation, including all copyrights, patents, patent applications, trade secrets, trademarks and all other intellectual property and proprietary rights pertaining thereto, whether of the United States or any other country recognizing such rights, are and shall remain the property of the County. Nothing in this Agreement shall give DEVNET any right, title or interest in the GIS Software and Documentation other than the rights expressly granted herein.

2.2. Ownership of Modifications. As between the County and DEVNET, the County shall own any addition, change, modification, improvement, revision, update, enhancement or derivative work of or to the GIS Software created or developed after the Effective Date by or on behalf of the County (collectively, the "County Modifications"), and all right, title and interest in and to the County Modifications, including all copyrights, patents, patent applications, trade secrets, trademarks and all other intellectual property and proprietary rights pertaining thereto, are and shall remain the property of the County. As between the County and DEVNET, DEVNET shall own any addition, change, modification, improvement, revision, update, enhancement or derivative work of or to the GIS Software created or developed after the Effective Date by or on behalf of DEVNET (collectively, the "DEVNET Modifications") and all right, title and interest in and to such DEVNET Modifications, including all copyrights, patents, patent applications, trade secrets, trademarks and all other intellectual property and proprietary rights pertaining thereto, are and shall remain the property of DEVNET.

2.3. Use of DEVNET Modifications. DEVNET agrees that it shall make available to the County any DEVNET Modifications that DEVNET develops following the Effective Date and offers for general release to its client base. Following any such general release of a DEVNET Modification, upon the County's written request and at no cost, DEVNET shall provide the County with a copy of the DEVNET Modification, in both source code and object code form, and shall grant the County a non-exclusive, royalty-free, non-transferable, perpetual license to use such DEVNET Modification for its internal business purposes only. Except as set forth herein, the County may not use, sublicense, distribute, sell, rent, or otherwise transfer or dispose of, in whole or in part, any DEVNET Modification.

2.4. Proprietary Notices. DEVNET shall not remove, alter, modify, suppress, obliterate or cancel from view any copyright, trademark or other proprietary or confidentiality notice or legend appearing on or contained within the GIS Software. DEVNET shall reproduce such proprietary and confidentiality notices or legends on all copies of the GIS Software as may be specified in writing by the County from time to time and as may be prescribed by law.

2.5. Confidentiality

2.5.1. Definition. Each Party may have access to information that is confidential to the other Party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information includes all information received from third parties that either Party is obligated to treat as confidential and oral information that is identified by either Party as

confidential. The County's Confidential Information shall include the source code to the GIS Software, and DEVNET's Confidential Information hereunder shall include the source code to any DEVNET Modification.

2.5.2. Exceptions. A Party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) is independently developed by the other Party without use of or reference to the other Party's Confidential Information; (v) is required by law or regulation (including, but not limited to, by any applicable "freedom of information," "sunshine," or "right-to-know" law or act) to be disclosed, but only to the extent and for the purposes of such required disclosure; or (vi) is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that, in such a case, the Party subject to such an order shall, unless prohibited by law, first notify the other Party of the order and permit such other Party to seek an appropriate protective order.

2.5.3. Obligations. Each Party will: (a) hold the other Party's Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving Party employs with respect to its own confidential materials), (b) not divulge any such Confidential Information or any information derived therefrom to any third person, (c) not make any use of such Confidential Information except as necessary to carry out its rights and obligations under this Agreement, and (d) not copy (except as necessary to carry out its rights and obligations under this Agreement) any such Confidential Information. Any employee or consultant given access to any such Confidential Information must have a legitimate "need to know" and must be similarly under a duty of confidentiality no less protective of the disclosing Party than this Section. Each Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section and that such breach would cause irreparable harm to the non-breaching Party; therefore, the non-breaching Party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

3. Warranty Limitations and Disclaimers

THE COUNTY ASSUMES NO WARRANTY OBLIGATIONS TO DEVNET, OR ANY SUBLICENSEES OR END USERS. THE GIS SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE GIS SOFTWARE ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE GIS SOFTWARE. THE COUNTY DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, PERFORMANCE, ACCURACY OR COMPLETENESS OF THE GIS SOFTWARE OR THAT ANY PART OF THE GIS SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE GIS SOFTWARE IS DESIGNED TO MEET DEVNET'S OR ANY END USERS' OR SUBLICENSEE'S BUSINESS REQUIREMENTS. DEVNET IS SOLELY RESPONSIBLE FOR ITS USE OF ANY GIS SOFTWARE PROVIDED BY THE COUNTY UNDER THIS AGREEMENT.

ANY DEVNET MODIFICATIONS SHALL BE PROVIDED BY DEVNET "AS IS." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO ANY DEVNET MODIFICATIONS ARE HEREBY DISCLAIMED

INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF ANY DEVNET MODIFICATIONS. DEVNET DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, PERFORMANCE, ACCURACY OR COMPLETENESS OF ANY DEVNET MODIFICATIONS OR THAT ANY PART OF THE DEVNET MODIFICATIONS WILL BE ERROR-FREE OR UNINTERRUPTED OR DESIGNED TO MEET THE COUNTY'S BUSINESS REQUIREMENTS. THE COUNTY IS SOLELY RESPONSIBLE FOR ITS USE OF ANY DEVNET MODIFICATIONS PROVIDED BY DEVNET UNDER THIS AGREEMENT.

4. Indemnities

The County shall indemnify, defend and hold harmless DEVNET, its Affiliates, and their respective members, owners, officers, directors, employees, representatives, successors and assigns (collectively, the "DEVNET Indemnitees") from and against, and shall pay all liabilities, losses, costs, damages, and expenses, including reasonable attorney's fees and out-of-pocket expenses, incurred by the DEVNET Indemnitees arising out of, any litigation, suit, claim, action, arbitration, or other proceeding, or threat thereof, involving any claim brought by any third party against any of the DEVNET Indemnitees for actual or alleged infringement of any patent, trademark, copyright, or other intellectual property or proprietary right, including misappropriation of trade secrets, based upon the GIS Software. DEVNET shall indemnify, defend and hold harmless the County and its Affiliates, employees, officials, agents, and representatives (collectively, the "County Indemnitees") from and against, and shall pay all liabilities, losses, costs, damages, and expenses, including reasonable attorney's fees and out-of-pocket expenses, incurred by the County Indemnitees arising out of, any litigation, suit, claim, action, arbitration, or other proceeding, or threat thereof, involving any claim brought by any third party against any of the County Indemnitees for actual or alleged infringement of any patent, trademark, copyright, or other intellectual property or proprietary right, including misappropriation of trade secrets, to the extent based upon any DEVNET Modification. As used in this Agreement, an "Affiliate" means: (i) with respect to the County, any governmental agency or body associated with, and subordinate to, the County; and (ii) with respect to DEVNET, any person or entity that, at any given time, directly or indirectly, controls, is controlled by, or is under common control with, DEVNET, whether through ownership of voting securities, by contract, or otherwise (with, for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity). In the event that the use of any portion of either the GIS Software or any DEVNET Modification, as the case may be, is enjoined, or is likely to be enjoined, on account of any claim or suit referred to above, the applicable indemnifying Party may, at its option: (1) procure, at its sole expense, the right for the applicable Indemnitees to continue using the applicable materials in accordance with this Agreement; or (2) replace or modify the applicable materials to be outside the scope of the injunction and no longer infringing. If neither of these actions is reasonably feasible in the judgment of the indemnifying Party, the indemnifying Party may terminate this Agreement upon notifying the other Party thereof in writing.

5. LIMITATIONS OF LIABILITY

Except with respect to (i) claims subject to (or amounts payable pursuant to) either Party's obligations of indemnification under Section 4, (ii) claims with respect to a breach by either Party of any confidentiality obligations set forth in Section 2.5, and (iii) claims for damages for bodily injury (including death) and damage to real or tangible personal property caused by the negligent or tortuous conduct of either Party:

a. Neither Party shall be liable to the other Party in connection with this Agreement, under any theory of contract, tort, strict liability, or any other legal or equitable theory, for any special, incidental, consequential, or other indirect damages; and

b. The maximum, cumulative, and aggregate liability of each Party for all claims and actions in connection with this Agreement shall not exceed the amount of one thousand dollars (\$1,000).

6. Term and Termination

6.1. Term. This Agreement and the license granted hereunder shall commence on the Effective Date and shall continue until terminated in accordance with Section 6.2.

6.2. Termination. Either party may terminate this Agreement upon the occurrence of any of the following events:

(a) Uncured Breach. Either Party may terminate this Agreement, immediately upon providing written notice thereof to the other Party, if the other Party materially breaches any material provision of this Agreement and fails to cure such breach within forty-five (45) days after receiving written notice from the non-breaching Party reasonably describing the breach (or, if such breach would reasonably require more than forty-five (45) days to cure, if the breaching Party fails to present to the non-breaching Party a plan to cure the breach that is reasonably acceptable to the non-breaching Party within thirty (30) days after receiving written notice from the non-breaching Party reasonably describing the breach and the non-breaching Party then fails to cure the breach in accordance with such plan); or

(b) Insolvency. Either Party may terminate this Agreement if the other Party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other Party under any provision of bankrupt or insolvency legislation.

(c) Either party may terminate this Agreement at any time without cause by providing at least thirty (30) days advance written notice of the termination date to the other party.

6.3. Effect of Termination. Upon termination of this Agreement for any reason, any license granted hereunder will remain in effect pursuant to the following terms and conditions:

All Schedule A listed items will remain licensed to DEVNET without obligation of Sarpy County to provide modifications, updates or new applications. Further, there will be no restriction on Sarpy County from licensing any Schedule A item to another business or entity.

All Schedule B DEVNET products and updates to GIS applications will remain licensed to Sarpy County in the condition existing at time of termination without continuing obligation of DEVNET to provide modifications, updates or new applications. The continuing license shall be for Sarpy County's internal business purposes only.

7. General Provisions.

7.1. Governing Law. The execution and negotiation of this Agreement, and all performance hereunder, shall be governed and construed in accordance with the laws of the United States and of the

State of Nebraska (except with regard to any choice of law principles thereof).

7.2. Relationship of the Parties. DEVNET and the County are acting hereunder as independent contractors, and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and the County as partners or joint ventures, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

7.3. Entire Agreement; Changes. This Agreement, together with all Schedules hereto, constitutes the entire and exclusive agreement and supersedes all previous communications or agreements, either oral or written, between DEVNET and the County with respect to the subject matter hereof (other than the Existing Agreement). Any amendment or modification to any provision of this Agreement must be agreed to in writing and signed by each Party or its duly authorized representative.

7.4. Notices. Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses, as each Party updates its address from time to time by notice delivered in accordance herewith:

To DEVNET:	DEVNET, Inc. 2254 Oakland Dr. Sycamore, Illinois 60178
To the County:	Sarpy County Clerk's Office 1210 Golden Gate Drive #1250 Papillion, Nebraska, 68046 Email: clerk @sarpy.com

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile, the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

7.5. Waiver. No waiver of any provision of this Agreement, nor of any rights or obligations of any Party hereunder, will be effective unless in writing and signed by the Party waiving compliance, and such waiver will be effective only in the specific instance, and for the specific purpose, stated in such writing. No waiver of breach of, or default under, any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision, of this Agreement.

7.6. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.7. Assignment. Neither Party will assign or transfer this Agreement, whether in whole or part, or any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided,

however, that DEVNET may assign, transfer or sublicense the aforementioned rights, (i) to any Affiliate of DEVNET or (ii) pursuant to a merger, consolidation, or sale of substantially all of DEVNET's business or assets.. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7.8. Compliance with Laws. Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both Parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Nebraska, and any other state, federal or local agency or unit of government that may legally control or direct the actions of either Party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

7.9. Headings, etc. All headings and titles in this Agreement are for convenience only, are not part of this Agreement, and are not to be used in any way in the construction or interpretation of this Agreement. When used herein, the words "include" or "including" shall be deemed to mean "including but not limited to".

7.10. Third Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Agreement confers no rights, benefits or claims upon any person or entity not a Party hereto.

7.11. Non-Exclusive Remedies. Unless expressly provided otherwise in this Agreement, no remedy set forth in this Agreement is intended to be exclusive of any other remedy and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

7.12. Survival. Any provision of this Agreement that imposes or contemplates continuing obligations on a Party or that, by its nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement shall so survive for as long as intended.

7.13 Residency Verification. DEVNET agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

IN WITNESS WHEREOF, each Party has executed this Agreement effective as of the Effective Date set forth above and represents and warrants to the other Party that this Agreement constitutes the valid and enforceable obligation of such Party and that the execution and performance of this Agreement have been duly authorized.

THE COUNTY OF SARPY, NEBRASKA (the County) By: _____

Name: Jim Urban

Title: Chairman

Date: 10/15/13

DEVNET INCORPORATED (DEVNET)

Signed: for the

Date: 9/26/2013

SCHEDULE A GIS

SOFTWARE

- General Purpose Parcel/Property Viewer
- Farm Parcel Viewer
- Zoning/Planning Application (part of General Purpose Property Viewer)
- Static Parcel Snapshot Application

SCHEDULE B BENEFITS TO SARPY

COUNTY

- Get all updates to existing GIS applications (in Schedule A) made by DEVNET
- Get any new GIS applications developed by DEVNET
- Sarpy County GIS department gets full access to source code for modifications made to applications in Schedule A, as well as new GIS applications produced by DEVNET.
- DEVNET will provide Sarpy County with a tax rate calculation system for the County Clerk's office to enhance the Property Tax Administration System at no additional charge.
- DEVNET will provide a fully-featured Planning and Zoning system at no additional charge to Sarpy County (note: there may be some cost incurred by participating cities). The Property Tax Administration System RFP asked for permit tracking, however, what is being delivered exceeds the level of functionality required in the RFP.
- DEVNET will provide a Board of Equalization system at no additional charge to Sarpy County. The Property Tax Administration System RFP asked for BOE tracking, however, what is being delivered exceeds the level of functionality required in the RFP.
- DEVNET will provide Sarpy County with a website to provide online services to prospective tax buyers with subscription access at no additional charge.
- DEVNET will provide a legal description tracking module with document imaging (to replace the existing front card application system) at no additional cost.