

**SOFTWARE LICENSE AGREEMENT
BETWEEN
PROUDCROWD, LLC AND THE STATE OF NORTH DAKOTA**

1. PARTIES.

The parties to this contract (Contract) are the State of North Dakota, acting through its North Dakota Department of Health (STATE), and ProudCrowd, LLC, having its principal place of business at 1068 49th Street West, West Fargo, North Dakota (CONTRACTOR).

2. SCOPE OF WORK.

CONTRACTOR has developed the Care19 (APPLICATION) and is granting STATE a license to use the APPLICATION, and use of ancillary server storage space, in exchange for the compensation paid by STATE under this Contract.

3. COMPENSATION.

STATE shall pay CONTRACTOR under this Contract an amount not to exceed \$9500.00 (Contractual Amount).

4. TERM OF CONTRACT.

This Contract term (TERM) will be effective on April 5, 2020, and continue for a period of one year, unless extended by mutual agreement, in writing, and executed by both parties.

5. TERMINATION.

This Contract may be terminated by either party upon ten (10) days written notice.

6. INDEMNIFICATION.

The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

7. WARRANTY.

The APPLICATION is provided to STATE "AS IS." CONTRACTOR provides no warranties as to the function or use of the APPLICATION, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the APPLICATION is with the STATE. CONTRACTOR does not warrant that the functions contained in the APPLICATION will meet STATE'S requirements or that the operation of the APPLICATION will be uninterrupted or error free.

8. LICENSE GRANT AND SCOPE OF USE.

CONTRACTOR grants to STATE a nonexclusive, nontransferable license to use the APPLICATION for the purposes of allowing North Dakota residents the ability to monitor their locations for purposes of contact tracing performed by the STATE.

9. MAINTENANCE SUPPORT.

CONTRACTOR will provide to STATE the following support with respect to the APPLICATION:

- a. General maintenance for items such as event/schedule updates; and
- b. During this Agreement, if STATE notifies CONTRACTOR of a substantial program error in the APPLICATION, CONTRACTOR shall attempt to correct such error within fourteen (14)

working days after the date of notification. Extra time may be required for the revised application to pass through the iPhone app review process conducted by Apple.

10. OWNERSHIP.

The ownership and any copies of the APPLICATION, and all translations, compilations, partial copies, modifications, and updates, are the property of the CONTRACTOR.

11. NOTICE.

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Name: MyLynn Tufta, MBA, RN	Name: Tim Brookins
Title: North Dakota State Health Officer	Title: President
Address: 600 East Boulevard Ave	Address: 1068 49 th Terrace West
City, State, Zip: Bismarck, ND 58505	City, State, Zip: West Fargo, ND

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at N.D.C.C § 32-12.2-04.

12. CONFIDENTIALITY.

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. STATE agrees the APPLICATION is confidential pursuant to N.D.C.C. 44-04-18.4. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.

13. COMPLIANCE WITH PUBLIC RECORDS LAWS.

CONTRACTOR understands that, in accordance with this Contract's Confidentiality section of this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

14. SEVERABILITY.

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

15. APPLICABLE LAW AND VENUE


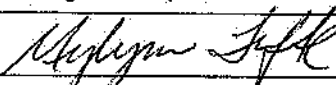
This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

16. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

17. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by all parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CONTRACTOR	STATE OF NORTH DAKOTA
ProudCrowd, LLC	Acting through its Department of Health
BY: 	BY: 
Tim Brookins	Mylynn Tutte
President	State Health Officer
Date: 4/5/2020	Date: 5 April 2020