



## License Agreement

### 1. Term and Scope

- 1.1. *Term.* This LICENSE AGREEMENT (“Agreement”) between eComply Solutions LLC (“eComply”) and **Utah Transit Authority** (“Client”) is made effective as of **January 15, 2021** (“Agreement Effective Date”). Unless eComply advises Client otherwise in writing, the term of service is **5 years** (“Term of Service”) and will expire on **January 14, 2026**.
- 1.2. *Scope of Services.* eComply shall perform the services identified in the accompanying “Scope of Services” (hereinafter “Services”).
- 1.3. *“Scope of Services.”* The “Scope of Services” is hereby incorporated by reference and shall be made part of this Agreement.
- 1.4. *Renewal Term(s).* After the initial Term of Service has expired, eComply and Client may negotiate for a renewal. Any terms and conditions, including any change in fees, may be re-negotiated for the renewal term(s).

### 2. Fees and Billing

- 2.1. *Fees and Expenses.* Client will pay all fees and expenses in accordance with the prices and terms provided in the “Scope of Services.”
- 2.2. *Payment Terms.* Client will be invoiced as soon as practicable at the beginning of each annual term, and payment will be due within 30 days of invoice receipt. If payment is not made within 30 days of invoice receipt, interest shall accrue on the past due amount at the rate of ten percent (10%) per annum, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by eComply. eComply reserves the right to withhold Services if payment is not received within 90 days following invoice notice. If applicable, Client shall reimburse eComply for the costs of collection, including attorneys’ fees, court costs, and expenses.

### 3. Intellectual Property Ownership; License Grants

- 3.1. *Intellectual Property.* This Agreement does not transfer from eComply to Client any technology that was developed by eComply and used to provide the Services under this Agreement (hereinafter “eComply Technology”), and all rights, title and interests in and to eComply Technology will remain solely with eComply. Client agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from eComply Technology.
- 3.2. *License Grants.* eComply hereby grants to Client a nonexclusive, royalty-free license, during the term of this Agreement to use the eComply Technology solely for purposes of using the eComply Service(s) provided for under this Agreement. Software licenses do not become the property of Client until invoices which are due and payable (and any applicable interest or penalty fees) are paid in full.

### 4. Representations and Warranties

- 4.1. *General.* eComply represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder.
- 4.2. *Service Level Warranty.* In the event that Client experiences any of the service performance issues defined in this Section 4.2 as a result of eComply’s failure, eComply will, upon Client’s request in accordance with paragraph 4.2.2, credit Client’s account as described below. The Service Level Warranty shall not apply to performance issues (i) caused by factors outside of eComply, its affiliates, or parent companies’ reasonable control; or (ii) that resulted from any actions or inactions of Client or any third parties’ applications or equipment.
  - 4.2.1. eComply represents and warrants to Client 99.99% uptime on its internal network during extended business hours, defined as 8:00 a.m. to 8:00 p.m. Eastern Time. The 99.99% uptime excludes network unavailability during any scheduled maintenance. Client shall be notified at least 48 hours prior to scheduled maintenance commencement during these extended business hours for all except required emergency maintenance.
  - 4.2.2. If Client notified eComply Client Support immediately upon failure to access Client’s server, and eComply determines in its reasonable commercial judgment the server is unavailable due to a server outage caused solely by the items of the service managed by eComply, the following will apply: 1) If eComply so determines that the server was unavailable for one or more (but fewer than four)

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consecutive hours during any calendar month, eComply, upon Client's request, will credit Client's account for the pro-rated charges for one day's service. 2) If eComply so determines that the server was unavailable for four (4) or more consecutive hours during any calendar month, eComply, upon Client's request, will credit Client's account for the pro-rated charges for one week's service. A Server shall be deemed to be unavailable if the server is not responding to HTTP requests issued by eComply monitoring software. Scheduled maintenance shall not be deemed to be server unavailability. This Section shall not apply if unavailability is caused by unavailability outside of the eComply Network or events of force majeure.

- 4.2.3. The Service Level Warranty set forth in this Section 4.2 shall only apply to the Service(s) provided by eComply under this Agreement.
- 4.3. *Data Maintenance.* In the event of any loss or corruption of Client's data, eComply shall use, to the best of its ability, reasonable efforts to restore the lost or corrupted data from the latest backup of such data maintained by eComply. eComply shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of data caused by any third party. eComply's efforts to restore lost or corrupted data pursuant to this Section 4.3 shall constitute eComply's sole liability and Client's sole and exclusive remedy in the event of any loss or corruption of Client's data.
- 4.4. *Browser Requirement.* The eComply software shall be compatible with Microsoft Edge, Firefox, or Chrome.
- 4.5. *No Other Warranty.* Except for the express warranties set forth in this Section 4, the Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. eComply does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, and any warranties arising from a course of dealing, usage, or trade practice. Except as provided in 4.2, eComply does not warrant that the Services will be uninterrupted, error-free, or completely secure.
- 4.6. *Infringement Indemnity.* eComply asserts that it is the owner and developer of the eComply system and that it is licensing to Client the use of the same and agrees to hold Client harmless, defend it against any suit for monetary damages or injunctive relief related to the rights of Client to use the eComply system. (A) eComply will defend, at its own expense, any legal action brought against Client to the extent that it is based on a claim that the Software or System used within the scope of this Agreement infringes a United States patent, copyright or trade secret of a third party, and eComply will pay any final judgment against Client in any such action if attributable to any such claim or incurred by Client through settlement of such claim. However, such defense and payments are subject to the conditions that Client must: (i) notify eComply in writing of such claim promptly if first being placed on such notice, and (ii) fully cooperate with eComply in the defense or settlement of such claim. If the foregoing conditions are satisfied, eComply will pay the reasonable costs, damages or fees incurred by Client in connection with such action or claim. (B) Should the Software or System become, or in eComply's opinion be likely to become, the subject of any such infringement claim, Client shall permit eComply, at eComply's option and expense, to (i) procure for Client the right to continue using the Software or System, or (ii) replace or modify the Software or System so that it becomes non-infringing. If there is no ability to cure the infringement based on (i) and (ii) above, eComply agrees that it shall reimburse Client for all fees paid for services not yet rendered and for the cost Client paid to eComply for training and customization, if any.
- 4.7. *General Indemnity.* eComply shall indemnify, defend and hold harmless Client, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from or arising out of eComply's performance under this Agreement, but only in proportion to and to the extent such loss, expense, attorneys' fees, damage or liability are caused by or result from the negligent or intentional acts or omissions of eComply, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under eComply's direction and control. Similarly, Client shall indemnify, defend and hold harmless eComply, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from any third-party claim that a third party suffered injury, damage, or loss resulting from Client's use of eComply's services.

## 5. Limitations of Liability

- 5.1. *Consequential Damages Waiver.* If eComply is unable to perform the Services defined, Client shall be limited in its damages to a refund of the all monies paid under this contract. Client expressly agrees that neither eComply nor its personnel shall be liable to the Client for any consequential damages including lost profits or any other, indirect, or consequential damages resulting from or attributable to nonperformance or performance of the Services. In no event shall Client or eComply or its subsidiaries, affiliates or parent companies be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise.

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5.2. *Limitations on Amount.* Notwithstanding any other provision of this Agreement to the contrary, eComply and its subsidiaries, affiliates, and parent companies' liability to Client arising out of or related to eComply's performance of Services under this Agreement, whether based in contract (including breach of warranty and indemnification), tort (including negligence, whether of eComply or others), strict liability or otherwise, shall not exceed in the aggregate the greater of: (i) \$50,000.00 or (ii) the fees paid to eComply for Services performed under this Agreement.

## 6. Confidentiality

- 6.1. *Definition.* By virtue of this Agreement, eComply and Client may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, and any information of any nature described in this Agreement as confidential. eComply's Confidential Information includes, without limitation, software code and nonpublic financial information.
- 6.2. *Exclusions.* Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is rightfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 6.3. *Use and Non-Disclosure.* Neither party shall use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance.

## 7. Termination

- 7.1. *Client's Right to Terminate for Cause or Convenience.* Client may terminate this Agreement at any time for cause or convenience, provided that written notice is provided thirty (30) days in advance. Upon receipt of such notice, eComply shall, unless the notice directs otherwise, immediately discontinue work in connection with the performance of this Agreement. The termination shall not result in any penalty to Client; however, eComply shall be entitled to payment for the cost of all work already performed and other such reasonable costs and expenses that eComply shall incur as a result of such termination.
- 7.2. *eComply's Right to Terminate for Convenience.* eComply shall also have the right to suspend or terminate this Agreement for convenience provided that written notice is provided sixty (60) days in advance.
- 7.3. *Notification of Termination.* eComply and Client may only terminate with written notice sent to the other party's address listed below:

**eComply Solutions LLC**  
Huey Siah  
1400 112th Ave SE, Suite 100  
Bellevue, WA 98004

**Utah Transit Authority**  
Chad Gonzales  
669 W 200 S  
Salt Lake City, UT 84101

- 7.4. *Obligations upon Termination or Expiration.* Upon termination or expiration of this Agreement, Client's right to access and use the Services shall immediately terminate, and each party shall make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Client agrees that eComply has the right to delete all data, files or other information relating to the Services provided under this Agreement, including data, files or other information stored on Client's server, unless eComply receives, no later than ten (10) days after the effective date of the termination or expiration of this Agreement, a written request for the delivery to Client of the then-most recent back-up of Client's data. eComply will use all reasonable efforts to deliver the back-up data to Client within thirty (30) days of its receipt of such a written request. Client shall pay all reasonable expenses incurred by eComply in returning the data to Client.

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## 8. Compliance With Laws

- 8.1. *Compliance with Laws.* Both parties shall at all times comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, exporting or import of data, products, services and/or technical data.
- 8.2. *Use for Lawful Purpose.* eComply's network may only be used for lawful purposes. Transmission of any material in violation of any U.S., state, or other governmental regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

## 9. Miscellaneous Provisions

- 9.1. *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of eComply).
- 9.2. *Marketing.* Client agrees that during and after the term of this Agreement, eComply may disclose to the public that Client is or was a customer of eComply.
- 9.3. *Non-Solicitation.* During the Term of this Agreement and continuing through the first annual anniversary of the termination of this Agreement, Client agrees that it will not, and will ensure that its affiliates do not, directly solicit or attempt to solicit for employment any persons employed by eComply or contracted by eComply to provide any services to Client.
- 9.4. *Governing Law; Dispute Resolution.* This Agreement is made under and will be governed by and construed with the laws of the state of Utah. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement.
- 9.5. *Cooperative Use of Contract.* This Agreement may be used by any department and/or agency in which Client has a cooperative purchasing arrangement. Each additional department and/or agency that has a need for services under this Agreement will negotiate with eComply and issue a separate task order to eComply to provide such services in accordance with the terms of the task order and the terms of this Agreement. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entity. Orders placed by other entities and payment thereof will be the sole responsibility of that entity. Client shall not be responsible for any disputes arising out of transactions made by others.
- 9.6. *Relationships of Parties.* eComply and Client are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between eComply and Client for tax purposes or otherwise.
- 9.7. *Assignment.* Client may not transfer or assign this Agreement without written consent of eComply except as provided herein.
- 9.8. *Unenforceability and Severability.* If any sentence, paragraph, clause or combination of the same in this Agreement is held by a court or other governmental body of competent jurisdiction to be unenforceable, invalid or illegal in any jurisdiction, such sentence, paragraph, clause or combination shall be deemed deleted from this Agreement and the remainder of this Agreement shall remain binding on the parties as if such unenforceable, invalid or illegal sentence, paragraph, clause or combination had not been contained herein.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

**CONFIDENTIAL AND PROPRIETARY**

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9.9. *Entire Agreement; Counterparts; Originals.* This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Client shall be deemed objected to by eComply without need of further notice of objection, and shall be of no effect or in any way binding upon eComply. The parties to this Agreement may modify this Agreement only in writing, signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties' electronic signatures.

AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE READ THE FOREGOING AND ALL DOCUMENTS INCORPORATED THEREIN AND AGREE AND ACCEPT SUCH TERMS TO BE EFFECTIVE AS OF THE AGREEMENT EFFECTIVE DATE DEFINED IN SECTION 1.1.

**CLIENT:**

Signature:

Print Name:

Title:

Date:

Phone:

DocuSigned by:

*Mike Bell*

70E33A415BA44F6...

4/5/2021

**ECOMPLY SOLUTIONS LLC.:**



Huey Siah  
Managing Director  
3/4/2021  
425-296-8142



## SCOPE OF WORK

The following details the Scope of Work and associated costs agreed upon between eComply Solutions LLC (“eComply”) and Utah Transit Authority (“Client”).

### Certification Module

Because we want to build a long-term collaboration with UTA, we will offer this service at **no cost**.

### Certified Payroll Module Annual Licensing Fee (*dependent on tier; see chart below*)

License subscription includes access to the full eComply solution including CPR management; the entry and update of rates; standard and ad-hoc reporting functionality; HUD and Section 3 tracking; Local Hire/GIS tracking; and our mobile field inspections module.

The annual fee is dependent on the construction volume for that year. See chart below. At the end of each annual term, a true-up of Client’s active contracting volume will be performed by eComply. If Client’s active contracting volume at true-up is greater than the Tier indicated at the start of the term, eComply will invoice Client for any additional amount to equal Tier achieved at true-up. The cost for each tier is shown in the chart below.

Construction Volume (i.e., value of open contracts per year)	2021 Annual Fee (2% Increase)	2022 Annual Fee (2% Increase)	2023 Annual Fee (2% Increase)	2024 Annual Fee (2% Increase)	2025 Annual Fee (2% Increase)
Tier 1: Up to \$20 Million	\$11,628.00	\$11,860.56	\$12,097.77	\$12,339.73	\$12,586.52
Tier 2: >\$20 Million - \$75 Million	\$16,715.25	\$17,049.56	\$17,390.55	\$17,738.36	\$18,093.12
Tier 3: >\$75 Million - \$125 Million	\$24,225.00	\$24,709.50	\$25,203.69	\$25,707.76	\$26,221.92

### Diversity Management Module Annual Licensing Fee (*dependent on tier; see chart below*)

License subscription includes access to the full eComply solution including all payment management; M/WBE and EEO tracking; certification tracking; contractor outreach; bid solicitation; standard and adhoc reporting functionality; and the mobile access feature. **All non-active contracts can be stored in the system at no additional cost for as long as you are an active client of eComply.**

The annual fee is dependent on the construction volume for that year. See chart below. At the end of each annual term, a true-up of Client’s active contracting volume will be performed by eComply. If

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Client's active contracting volume at true-up is greater than the Tier indicated at the start of the term, eComply will invoice Client for any additional amount to equal Tier achieved at true-up. The cost for each tier is shown in the chart below.

<b>Construction Volume (i.e., value of open contracts per year)</b>	<b>2021 Annual Fee (2% Increase)</b>	<b>2022 Annual Fee (2% Increase)</b>	<b>2023 Annual Fee (2% Increase)</b>	<b>2024 Annual Fee (2% Increase)</b>	<b>2025 Annual Fee (2% Increase)</b>
Tier 1: Up to \$20 Million	\$19,380.00	\$19,767.60	\$20,162.95	\$20,566.21	\$20,977.54
Tier 2: >\$20 Million - \$75 Million	\$31,008.00	\$31,628.16	\$32,260.72	\$32,905.94	\$33,564.06
Tier 3: >\$75 Million - \$125 Million	\$53,295.00	\$54,360.90	\$55,448.12	\$56,557.08	\$57,688.22

## Training and Support

As part of our standard service, eComply offers one webinar training every quarter totaling four (4) each calendar year. If Client wants additional training, on-site sessions are charged at \$2,000/day and \$300/webinar.

Contractors shall have access to access to eComply's Tier 1 customer support team via email and telephone Monday through Friday from 8am ET – 8pm ET. Agency users shall have direct access to an assigned client account manager that will become the single point of contact for any concerns that may arise.

## Optional Services

Additional customizations can be performed at an hourly fee of **\$175/hour**.