SUPPORT AND MAINTENANCE AGREEMENT

1.   Parties   MAINTSTAR   CUSTOMER OR AGENCY

MaintStar, Inc.   Lake Havasu City
28 Hammond, Unit D   2330 McCulloch Blvd. N
Irvine, California 92618   Lake Havasu City, AZ 86403
Attention: Contracts   Jeff Thuneman, C.B.O.
P: 949-458-7560   P: 928-854-0714
F: 949-458-7626   F:
e-mail: sales@maintstar.com   e-mail: ThunemanJ@lhcaz.gov

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2.   Term and Termination

2.1   Term and CPI Adjustment   This agreement will be effective after both parties sign and will continue for twelve (12) months. The Customer may elect to extend its maintenance coverage for at least five (5) annual terms by paying to MaintStar the fees associated when due. Fees are specified in Exhibit A.

2.2   Reinstatement Fee   In the event that Customer fails to renew maintenance coverage or pay the applicable fees, MaintStar reserves the right to withhold all support. To reinstate support the Customer will be required to pay the past due maintenance for the unpaid periods plus a 10% penalty.

2.3   Termination   Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Customer may terminate this LA without cause and for convenience upon ninety (90) days' written notice directed to Maintstar. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to MaintStar.

3.   Scope of Maintenance

3.1   Maintenance Services

3.1.1   Telephone Support   MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar's observed holidays (listed below):

1.   New Years Day
2.   Martin Luther King Jr. Day
3.   Memorial Day
4.   Independence Day
5.   Labor Day
6.   Veterans Day
7.   Thanksgiving
8.   Day After Thanksgiving
9.   Christmas

3.1.2   <u>Email Support</u> MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.

3.1.3   <u>Online Support</u> MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and will provide regular updates to service requests.

3.1.4   <u>Remote Support</u> When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

3.1.5   <u>Onsite Support</u> If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6   <u>Software Updates</u> Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

3.2   <u>Maintenance Limitations</u> Generally, the following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a)   Services required due to misuse of the MaintStar-maintained software products.

b)   Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.

c)   Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.

d)   Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.

e)   Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.

f)   Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.

g)   Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.

h)   Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this MA

4.   <u>Legacy Releases</u>

MaintStar will provide maintenance support for the Land Management System and Enterprise Asset Management System, including all major and minor releases deployed following deployment. Previous MaintStar products are considered Legacy Releases.

MaintStar provides support on Legacy Releases based on the information available from the last release version and date. MaintStar will not include services requiring additional research, engineering-level support, or programming under this MA. MaintStar will provide research, engineering-level support, and programming at the company's prevailing hourly rates.

5.   <u>Warranty</u>

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, the Customer's exclusive remedy will be damages in an amount equal to the total maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding the Customer's maintenance request.

6.   <u>Confidentiality</u>

6.1   <u>Definitions</u> "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a)   information which is in Recipient's possession prior to disclosure by Disclosing Party;

b)   information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;

c)   information disclosed pursuant to Subsection 6.4 below;

d)   information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e)   information which is subpoenaed by governmental or judicial authority;

f)   information subject to disclosure pursuant to a state's public records laws.

6.2   <u>Confidentiality Terms</u> The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

6.3   <u>Confidentiality Obligations</u> During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

6.4   <u>Publicity</u>   During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7.   <u>Other Terms and Conditions</u>

7.1   <u>Limitation of Liability</u> MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.2   <u>Force Majeure</u> MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.3   Dispute Resolution   This MA is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Mohave County, Arizona. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.

7.4   Survival   The following provisions will survive the termination or expiration of this MA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

7.5   Alternate Terms Disclaimed   The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.6   Severability and Amendment   If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

7.7   Conflict of Interest   This MA may be cancelled under Arizona Revised Statutes ("ARS") § 38-511.

7.8   Forced Labor of Ethnic Uyghurs Certification   Maintstar certifies that it does not currently, and agrees for the duration of the MA that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Maintstar becomes aware it is not in compliance with this certification, it shall notify the Customer within five business days after becoming aware. This MA will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

7.9   No Boycott of Israel   Maintstar certifies that it is not currently engaged in, and agrees for the duration of this MA that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")   Customer or Agency ("The Customer")

By   By

Printed   Printed

Title   Title

Date   Date