RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT FOR
POLK VIN SOFTWARE AND DATA PRODUCTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, on March 8, 2005 Sarpy County Board of Commissioners approved an agreement for vehicle identification number inspection services by Resolution #2005-0046; and,

WHEREAS, it is necessary to amend such Contract and the parties are desirous of amending the provisions of said contract by the attached Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts this Amendment to the Agreement between Sarpy County and VIN Software & Data Products for the provision of certain vehicle identification services, a copy of which is attached hereto.

BE IT FURTHER RESULTED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Amendment to the above described Agreement, a copy of which is attached hereto, and any other related documents, the same being approved by this 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 23rd day of February, 2016.

[Signatures]
Sarpy County Board Chairman

[Seal]
Sarpy County Clerk

ATTEST:
Memo

To: Sarpy County Board of Commissioners  
From: Beth Garber  
Re: Amendment 1 for VIN Software & Data Products

On February 23, 2016, the County Board will be asked to approve Amendment No. 1 with R. L. Polk & Co. for vehicle identification services. The Sheriff’s Office utilizes the software provided by Polk in their Vehicle Inspection Department. The Amendment updates Exhibit A to a hosted web service.

If you have any questions, please contact me at bgarber@sarpy.com.

February 17, 2016  
Beth Garber

Cc: Deb Houghtaling  
    Mark Wayne  
    Scott Bovick  
    Brian Hanson  
    Greg London
AMENDMENT No. 01

to the
VIN Software & Data Products – PC VINA

THIS AMENDMENT NO.: is made as of March 1, 2016 by and between R. L. POLK & CO., a Delaware corporation having an address at 26533 Evergreen Rd, Ste 900, Southfield, Michigan 48076 ("Polk") and The County of Sarpy, NE ("Licensee"), a government entity having an address at 1210 Golden Gate Dr, Papillion, NE 68046

WITNESSETH:

WHEREAS, Polk and Licensee have entered into that certain VIN Software & Data Products - PCVINA dated as of March 11, 2005 (the “License Agreement”), whereby Polk granted Licensee a license to use certain of Polk's proprietary data subject to the terms and conditions of the License Agreement; and

WHEREAS, Polk and Licensee now desire to amend certain terms and conditions of the License Agreement as stated herein.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, receipt of which is hereby acknowledged, Polk and Licensee agree to amend the License Agreement as follows:

1. Exhibit A of the License Agreement is deleted and replaced with Exhibit A attached hereto and incorporated by reference.

2. The terms and conditions stated herein in conjunction with the terms and conditions of the License Agreement constitute the complete agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 6 to be executed by their duly authorized representatives as of the day and year first above written.

THE COUNTY OF SARPY, NE

By

Print Name

Title

Date

R. L. POLK & CO.

By

Print Name

Title: Director, Sales & Client Services

Date

Approved as to Form.

PCF-0624; Rev. 2 (03/12/10) – Amendment Language Generic: Confidential and Proprietary information of R. L. Polk & Co. reserved

© 2010 R. L. Polk & Co. All rights reserved
EXHIBIT A
to the
VINTELLIGENCE Order Specifications dated as of March 1, 2016
between
R. L. Polk & Co. and The County of Sarpy, NE

NAME OF PRODUCT:  VINtelligence™

DELIVERY METHOD:  Hosted Web Service

UPDATE SCHEDULE:  Weekly

PACKAGE:  Standard Package

YEAR COVERAGE:  1981-Current

VEHICLE TYPES:  Passenger Car

Truck GVW 1-8

Motorcycle

Commercial Trailers

PERMITTED USES: Department of Motor Vehicle processing as well as any fail-safe locations require by the County

LICENSE FEES:  $10,000 ANNUALLY

COMPUTER LOCATIONS:

- 1210 Golden Gate Dr, Papillion, NE 68046
- As needed for fail-safe back up locations
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN LICENSE AGREEMENT FOR
POLK VIN SOFTWARE & DATA PRODUCTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County requires the use of a software license for the PCVINA system utilized by the Vehicle Inspection Department, and;

WHEREAS, R.L. Polk & Co. is qualified to provide such software license and requires a License Agreement to be signed by the Board Chairman.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the attached License Agreement for Polk VIN Software and Data Products in the amount of ten thousand dollars ($10,000) per year with automatic one (1) year renewals.

Dated this 14th day of March, 2005.

Moved by ________________ and seconded by ________________, that the above Resolution be adopted. Carried.

YEA: ________________  NAY: ________________  ABSENTE: ________________

________________ ________________ ________________

ABSTAIN: ________________

Sarpy County Clerk

Sarpy County Clerk

Approved as to Form

SEAL

COUNTY ATTORNEY
LICENSING AGREEMENT FOR POLK® VIN SOFTWARE & DATA PRODUCTS
PC VINA System

Licensee: The County of Sarpy NB
Contact: Darvin Gushard and Mark L. Walters

Licensee Phone: 402-593-2327
Fax Number: 405-593-4302
Effective Date: March 11, 2005

Agreed to by:
By: Sarpy County

Print Name: Altona Doyle, County Attorney
3/8/05
Sarpy County Board of Commissioners
Print Name: Marney Jackson

Approved by County Attorney

TERMS AND CONDITIONS

1. LICENSE. In consideration of the license fees paid, Polk hereby grants and Licensee hereby accepts a nontransferable, nonexclusive, limited license to use the software product(s) and data product(s) described in Exhibit A, attached hereto and made a part hereof, along with all documentation related to such product(s) (hereinafter collectively described as the "Licensed Product and individually as the "Data Products" and the "Software Products") under the terms and conditions of this Agreement.

2. TERM AND TERMINATION.
   A. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of one (1) year(s), unless terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one (1) year terms beginning on each anniversary of the Effective Date until terminated as provided herein. "License Year" shall mean and refer to each 12-month period during the term hereof which begins with the Effective Date or an anniversary thereof.

   B. Termination.
      (1) By Either Party. Either party may terminate this Agreement at the end of any License Year by giving the other party written notice thereof at least sixty (60) days prior to the end of the applicable License Year.
      (2) By Polk. Polk may terminate this Agreement in accordance with the Default section below or as otherwise provided in this Agreement.

   C. Effect of Termination. Upon the termination of this Agreement, Polk shall cease to provide any updates to the Licensed Product, and Licensee shall immediately: (i) discontinue all use of the Licensed Product; (ii) pay Polk any license fees accrued but not paid; (iii) return the Licensed Product to Polk or destroy the Licensed Product; and (iv) provide Polk with a written certification that the Licensed Product, all copies and partial copies thereof have been returned or destroyed.

3. LICENSE FEE.
   A. For use of the Licensed Product, Licensee shall pay Polk the fees and charges indicated on Exhibit B, attached hereto and made a part hereof. All amounts shall be due and payable to Polk within 30 days after Licensee's receipt of an invoice (therefore subject to credit approval by Polk. For all subsequent License Years in which the fees and charges are not quoted in Exhibit A, Polk shall inform Licensee of any change in the fees and charges at least forty-five (45) days prior to the end of the then current License Year. Changes in License Fees shall not exceed 10% annually.
B. Interest at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law shall be charged on all amounts owed by Licensee hereunder that are not paid within thirty (30) days after Licensee's receipt of the applicable invoice therefore.

C. Licensee agrees to pay when due all license fees, assessments and taxes now or hereafter levied against or upon the Licensed Product or its use, or arising out of this Agreement, exclusive, however, of taxes based on Polk's net income. If Polk pays any such fee, assessment or tax for which Licensee is responsible hereunder, Licensee agrees to promptly reimburse Polk therefore.

4. LIMITATIONS ON USE OF LICENSED PRODUCT.

A. Permitted Uses. Except as expressly provided in Exhibit A, the Licensed Product shall only be used by Licensee as a stand alone product or integrated with its own or other third party software systems ("Integrated Product") to correct or decode vehicle identification numbers ("VIN") (hereafter referred to as "VIN Services"), and provide vehicle specification information for the applicable VIN(s) (hereafter referred to as "VIN Output") with respect to its own records, for use within its own business and not that of others.

B. Sale of VIN Services or VIN Output. Except as expressly provided in Exhibit B, Licensee shall not use the Licensed Product to generate revenue from sales of VIN Services or the VIN Output ("Licensee Services"). Polk may permit Licensee to use the Licensed Product to provide Licensee Services provided: (i) Licensee pays Polk the fees indicated on Exhibit B; (ii) Licensee causes its end-user customers ("End User Customer") to agree in writing not to resell, sublicense, or otherwise disclose any such VIN Output to any other third party; and (iii) Licensee does not enter into any reseller, distribution or third party arrangement, or joint venture arrangement for such distribution of Licensee Services without a prior written agreement with Polk.

C. Restrictions on Use. The Licensed Product may not be used to: (i) generate motor vehicle registration statistical reports, title statistics or vehicle population statistics derived from motor vehicle information; or (ii) create a substitute or parallel product. Licensee shall not alter, modify, decompile or reverse engineer the Licensed Product.

D. Location. The Licensed Product shall only be installed and accessed at the computer location(s) specifically set forth in Exhibit A ("Computer Site"), and shall not be installed or accessed at any other location without Polk's prior written consent and the payment of any additional license fees and charges, if any. Unless expressly indicated in Exhibit B, the Licensed Product may not be accessed or used, and VIN Output may not be viewed, through any remote means including, but not limited to, the Internet/World Wide Web, any Licensee Intranet, WAN, LAN or other similar type electronic network. In the event of equipment malfunction or other emergency, Licensee may temporarily transfer the Licensed Product to an alternate computer location within the continental United States so long as it gives Polk prompt written notice detailing the time, place, purpose, and expected duration of such transfer. Licensee shall also give Polk prompt written notice of the return of the Licensed Product to the Computer Site.

E. Computer System. The Licensed Product is designed to be used only with a computer system comprised of computer hardware, supporting software and operating systems that conform to the configuration requirements as may be set forth on Exhibit A or in the documentation related to such product. Polk does not assume any responsibility for adapting the Licensed Product to any computer system that does not conform to said configuration requirements. Licensee shall be solely responsible for the selection, procurement, operation and maintenance of its computer system. In the event Polk grants Licensee permission to access and use the Licensed Product through remote means, Licensee shall be solely responsible for: (i) the contracting with an internet service provider; (ii) paying all fees charged by the internet service provider; and (iii) resolving directly with the internet service provider any access and/or transmission problems that are attributable to the internet service provider.

F. Copies. Licensee shall not copy the Licensed Product, or any part thereof, except for backup purposes. Any backup copies of the Licensed Product, or any part thereof, shall: (i) be identified by title; (ii) reproduce Polk's copyright notice (if any) and proprietary legend; and (iii) be marked as confidential. Furthermore, if in machine readable form and a label is reasonably feasible, such copies shall bear a label setting out the same. Licensee may copy VIN Output as necessary to use in accordance with the terms of this Agreement, with all such copies subject to the terms of this Agreement.

G. Security. Licensee shall use appropriate security measures to prevent the unauthorized use of the Licensed Product similar to that used by Licensee to protect its own confidential intellectual property, including for illustration purposes only, the provision of a unique system user identification and associated password identification to each individual user of the Licensed Products.
H. Authorized Users. Except as expressly provided in the Section entitled “Sale of VIN Services or VIN Output” or Exhibit A, no third party, other than Licensee’s employees, shall have access to or use of the Licensed Product or VIN Output. In the event third party access is granted hereunder, the persons or entities defined in Exhibit B as Authorized Users shall have the right to access the Licensed Product or VIN Output in accordance with the terms and conditions of this Agreement, provided that:

1. any subsidiaries or affiliates of Licensee listed as an Authorized User in Exhibit A must be an entity that controls or is controlled by Licensee. For purposes of this Agreement, “control” means and refers to the ownership of at least fifty percent (50%) of the voting equity interest in such entity as of the date of this Agreement (“Subsidiaries and Affiliates”);

2. any third party person or entity that is not an employee of Licensee’s Subsidiaries and Affiliates or an Authorized User Customer must:
   a. be engaged in providing services for or on behalf of Licensee or its Subsidiaries and Affiliates relating to the Licensed Product or the Integrated Product, and access or use the Licensed Product, Integrated Product or VIN Output solely in connection with the provisions of such services; or
   b. be engaged in selling or offering to sell products and services of Licensee or its Subsidiaries and Affiliates, and access or use the Integrated Product or VIN Output solely in connection with the promotion or sale of such products and services; and
   c. not be a competitor of Polk or under common ownership with or in a joint venture with a competitor of Polk; and
   d. have entered into an agreement with Licensee, its Subsidiaries and Affiliates whose terms would: (i) protect Polk’s rights in the Licensed Product to at least the same degree as the terms and conditions of this Agreement; (ii) make no representations or warranties on behalf of Polk; and (iii) does not grant any rights to such party beyond the scope of this Agreement. Notwithstanding the above, there is no requirement that the Licensed Product be referenced in Licensee’s agreements with third parties, so long as the agreements address the terms identified above in this Section. Furthermore, Licensee must provide to any third party person under this Section written notification of the restrictions on use applicable to the Licensed Product. Notwithstanding the above, Polk may require, at its discretion, to have the third party sign a Third Party Agreement provided by Polk.

If Licensee desires that Authorized Users have access to the Licensed Product, Licensee must pay fees and charges that may be specified by Polk relating to such additional access. Furthermore, Licensee shall be as fully responsible to Polk for the acts and omissions of its non-employee Authorized Users as Licensee is for the acts and omissions of its own employees.

5. DELIVERY OF LICENSED PRODUCT; UPDATES.
   A. Delivery. Polk shall, at its expense, deliver the Licensed Product to Licensee’s Computer Site on a date mutually agreed to by Polk and Licensee. Delivery of the Licensed Product shall be considered complete upon physical delivery of the Licensed Product, ready for installation (where applicable) on Licensee’s computer system at the Computer Site. Licensee assumes the sole responsibility of integrating the Licensed Product to create the Integrated Product.

   B. Updates. Polk shall deliver to Licensee’s Computer Site additional data records that have not been previously provided to Licensee for the Licensed Products (“Updates”). All Updates shall become part of the Licensed Product and shall be subject to all provisions of this Agreement.

6. DISCLOSURE OF LICENSED PRODUCT. Licensee acknowledges that Polk has created the Licensed Product at great time and expense and that the Licensed Product contains confidential trade secrets and information that are proprietary to Polk. Licensee further acknowledges that certain of its employees and Authorized Users (if applicable) will, by virtue of this Agreement, become familiar with the Licensed Product’s specifications and information, and that Polk may suffer great harm if Licensee or its employees or Authorized Users (if applicable) disclose the Licensed Product to a third party. Accordingly, Licensee agrees to: (i) hold the Licensed Product in strict confidence; (ii) disclose the Licensed Product only to Licensee’s employees and Authorized Users (if applicable) to whom knowledge is required for its proper use by Licensee in accordance with this Agreement; (iii) cause such employees and Authorized Users (if applicable) to hold the Licensed Product in strict confidence; and (iv) take steps to prevent the accidental or otherwise unauthorized
7. TITLE TO LICENSED PRODUCT; NO ASSIGNMENT.
A. Title to the Licensed Product shall at all times remain in Polk or any of its third party licensors.
B. Except as expressly provided herein, the Licensed Product, this Agreement, and any of Licensee's rights and obligations hereunder shall not be assigned, subleased, sublicensed, rented, offered for sale, sold or disposed of by Licensee in any manner whatsoever. The change of beneficial or record owners of 50% or more of any class of Licensee's capital structure, the sale of all or substantially all of Licensee's assets, or the merger, consolidation or reorganization of Licensee shall constitute an improper assignment hereof. Any unauthorized assignment by Licensee of the license granted hereunder shall be void and of no effect.

8. SOURCE AND OBJECT CODE. The source code and object code of the Software Product(s) are solely the property of Polk, and contain confidential trade secrets and information that are proprietary to Polk. Polk agrees to make said source code and/or object code available to Licensee for examination at Polk's office in Southfield, Michigan in the presence of Polk's representatives so that Licensee may be satisfied of its existence, backup and quality. If in Polk's sole opinion, Licensee will need the source code and/or object code to enable it to properly use the Licensed Product, Polk shall provide the source and/or object code, as applicable, to Licensee to be used only for reference purposes to aid in the proper use of the Licensed Product in accordance with this Agreement. Licensee's use and possession of such source code and/or object code shall be fully subject to all of the terms and conditions of this Agreement.

9. WARRANTY AND REMEDIES.
A. Polk warrants, as of the Effective Date and for a period of one (1) year thereafter ("Warranty Period"), that: (i) the Data Product(s) and the data guide files which are a part of the Software Product(s) will be as current, accurate and complete as may be achieved using the source data and compilation methods normally employed by Polk in the ordinary course of its business; provided, however, in no event is such data warranted as being error free; and (ii) the Software Product when used in accordance with the specifications and procedures established by Polk, will be free from software code defects which materially prevent the Licensed Product from performing its intended functions. THE FOREGOING IS A LIMITED WARRANTY AND POLK MAKES AND LICENSEE RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
B. The warranty set forth in Subsection A. above shall not apply if: (i) the Licensed Product is not used in accordance with the specifications and procedures specified by Polk; (ii) the Licensed Product has been altered or modified; or (iii) malfunction of Licensee's equipment or application software, or any other cause within the control of Licensee shall prevent the Licensed Product from performing its intended functions.
C. Polk's sole obligation and Licensee's sole remedy under the warranty set forth in Subsection A. above is strictly and exclusively limited to the correction of (i) any errors in the Data Products or the data guide files as and when such corrections are available from the applicable source, and/or (ii) any software code defects which materially prevent the Software Product from performing its intended functions, which are made known to Polk by written notice from Licensee prior to end of the Warranty Period. Polk shall promptly correct any errors in the Data Products or the data guide files; provided, however, Licensee acknowledges that some corrections shall be dependent on the availability of same from the applicable data source. If such software code defects are not corrected by Polk within 30 days after Polk's receipt of such notice, Licensee may terminate this Agreement and receive a pro-rata refund from Polk of any prepaid license fees for the period of time commencing as of the date of the written notice to Polk of such defect; provided, however, that if, after said 30 days, but prior to such termination, Polk does correct such defects, and Licensee accepts such correction, Licensee shall not terminate this Agreement and Polk shall not pay such refund. Notwithstanding the foregoing, Polk reserves the right to satisfy its warranty obligations in full by refunding pro-rata
the license fee paid for such product by Licensee during the initial License Year, and upon the payment of such refund, this Agreement shall automatically terminate.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.
   A. The express warranty and remedy stated above is in lieu of all liabilities and obligations of Polk arising out of or in connection with this Agreement. No event shall Polk be liable to Licensee for damages that exceed the amount of license fees paid for such product hereunder in the year the claim arose. Further in no event shall Polk be liable for any other claims, regardless of the form of action, or for any other damages whether direct, indirect, incidental, special or consequential, including but not limited to lost business and lost profits, whether foreseeable or not, even if Polk has been advised of the possibility of such damages.
   B. Licensee agrees to indemnify and hold Polk, harmless from and against any claim made by any third party that arises from or is in any way connected with the use of the Licensed Product and any data derived therefrom, or the performance of any services by Licensee.

11. SOFTWARE SUPPORT.
   A. During each License Year and subject to Licensee's payment of all fees herein, Polk shall provide, at no further charge, "Software Support Services" for the Software Product as specified in Subsection B, below.
   B. "Software Support Services" shall be defined as: (i) the correction of any defects and the provision of ongoing maintenance so that the Licensed Product will perform its intended functions; and (ii) provision of Updates as and when available for the coverage and extent of coding as set forth in Exhibit A. Such services shall also include reasonable consulting assistance during Polk's normal business hours (M-F 8:00am - 5:00pm EST) via telephone, electronic mail or the U. S. Mail, in the event of difficulties in the use of the Licensed Product or in the interpretation of the results derived from the use of the Licensed Product. There will be no additional charge if on-site assistance is required after reasonable assistance has not remedied the applicable problem. However, if it is determined that the problem is not due to a defect in the Licensed Product, then Licensee shall pay Polk's then current per diem rates plus reasonable travel, living and out-of-pocket expenses, within 30 days after Licensee's receipt of an invoice therefore. In the event Polk is unable to correct a defect that prohibits the Licensed Product from performing its intended functions, Licensee may terminate this Agreement and receive a pro-rata refund of the license fee paid for the Licensed Product by Licensee during the then current License Year.
   C. Polk may periodically develop new options, enhancements and capabilities to the Licensed Product (collectively "Upgrade") which, at Polk's option, may be offered to Licensee at no additional charge, provided that any such Upgrade that Polk generally offers to licensed users of the Licensed Product at no charge shall also be offered to Licensee at no charge. After the delivery of any such Upgrade, Licensee shall promptly install and implement the same so that it replaces entirely the previous version of the Licensed Product or part thereof to which the Upgrade applies. Upon delivery of any such Upgrade, Polk's obligations to furnish Software Support Services and any remaining warranty coverage shall be automatically transferred to the upgraded version of the Licensed Product and cancelled with respect to the replaced version. Upon installation of any such Upgrade, Licensee shall cease all use of any prior versions of the Licensed Product. Polk reserves the right to discontinue the provision of any Licensed Product at any time provided the decision to discontinue such product is applicable to all licensees of such product, and Polk refunds Licensee on a pro rata basis all prepaid fees for which services will not be rendered.

12. AUDIT. Licensee will maintain accurate books and records relating to its use of the Licensed Product as will be sufficient to confirm Licensee's compliance with this Agreement. Licensee will permit Polk to audit such books and records as may be required to verify compliance with this Agreement, at such time as Polk may reasonably request upon reasonable notice, subject to Polk's execution of a mutually acceptable confidentiality agreement regarding Licensee's confidential books and records.

13. DEFAULT.
   A. Licensee shall be in default upon the occurrence of any one of the following events: (i) failure to pay the license fees or other charges hereunder within 10 days following the receipt of written notice that such was not received on the due date thereof; (ii) failure to comply with the obligations in the Sections relating to Disclosure of Licensed Product and
No Assignment, for which no cure period is available; (iii) failure to perform or adhere to any other term, condition or covenant of this Agreement and such failure shall continue for a period of 15 days after receipt of written notice thereof; (iv) if Licensee ceases the conduct of active business; (v) if any proceedings under the U.S. Bankruptcy Code or other insolvency laws shall be instituted by or against Licensee, or if a receiver shall be appointed for Licensee or any of its assets or properties; or (vi) if Licensee shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they come due.

B. Upon any default, Polk may terminate this Agreement and declare all accrued license fees and other charges immediately due and payable. Any such termination: (i) shall be without prejudice to any other rights or remedies which Polk may have against Licensee with respect to such default; and (ii) shall not entitle Licensee to a refund, in whole or in part, of the license fees or other charges hereunder.

C. Licensee shall pay all costs, expenses, losses, damages and reasonable attorney fees incurred by Polk in the exercise of any of its rights or remedies hereunder, or as a result of enforcing any of the terms, conditions or provisions hereof.

D. No remedy referred to in this Section is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Polk at law or in equity.

14. SUSPENSION OF POLK'S OBLIGATIONS. If a delay in the time for the performance of Polk's obligations is occasioned by circumstances beyond Polk's reasonable control, including but not limited to strikes, wars, acts of terrorism, natural disasters, equipment failure or breakdown, governmental regulations or interference, or other calamity, the time for performance thereof shall be extended for a period of time equal to the length of the delay.

15. RELATIONSHIP OF THE PARTIES. Licensee and Polk agree that the relationship of the parties created by this Agreement is not that of employer/employee, principal/agent, partnership, joint venture or representative of the other and that Polk shall be deemed to be an independent contractor. Neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venturer or partner with, or representative of the other.

16. NOTICES. Any notice required or permitted to be given under this Agreement may be sent by regular first-class mail with postage fully prepaid, or via overnight mail, to the parties at the addresses specified below and shall be effective when received. Each party may change such address by written notice in accordance with this Section. To Polk: R. L. Polk & Co., Attn: Vice President - Aftermarket & Insurance, 26955 Northwestern Highway, Southfield, Michigan 48034. Notice to Licensee is to be sent to the address indicated on the first page of this Agreement.

17. GENERAL.
A. Polk reserves all rights not specifically granted to Licensee in this Agreement.
B. In the event Polk incorporates any Licensee comments, requests or suggestions into the Licensed Product, Licensee agrees that Polk shall be the sole and exclusive owner of all rights thereto.
C. The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms hereof, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. No statement in writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by duly authorized officers of Polk and Licensee in a document making specific reference to this Agreement.
D. If any of the provisions of this Agreement are invalid under any applicable statute or rules of law, they are to that extent deemed to be omitted.
E. No action arising out of this Agreement, regardless of form, may be brought by either party more than two (2) years after the cause of action has accrued.
F. No delay or failure of either party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.
G. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to choice of law principles, and Licensee consents to the exclusive jurisdiction of the state or federal courts of Michigan.
H. Section headings are for convenience only and shall not be construed as part of this Agreement.
I. Licensee's obligations under the Sections entitled "Term and Termination", "Limitations on Use of Licensed Product", "Disclosure of Licensed Product", "Title to Licensed Product; No Assignment" and "Limitation of Liability; Indemnification" shall survive any termination of this Agreement.
EXHIBIT A to the LICENSE AGREEMENT
dated as of: March 11, 2005 between
R. L. POLK & CO. ("Polk") The County of Sarpy NE ("Licensee")

PRODUCT INFORMATION

NAME/DESCRIPTION OF LICENSED PRODUCT: PCVINA

CONFIGURATION REQUIREMENTS: PCVINA, data from 1956 to current, CSUB, Regular Updates,
Windows, 32 BIT

<table>
<thead>
<tr>
<th>Send Invoices To</th>
<th>Send System Updates To</th>
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<tbody>
<tr>
<td>Sarpy County Sheriff's Department</td>
<td>Sarpy County Courthouse</td>
</tr>
<tr>
<td>Attn: Greg London</td>
<td>Attn: Information Systems</td>
</tr>
<tr>
<td>1208 Golden Gate Dr</td>
<td>1210 Golden Gate Dr Ste 1130</td>
</tr>
<tr>
<td>Papillion NE 68046-2838</td>
<td>Papillion NE 68046-2845</td>
</tr>
</tbody>
</table>

ADDITIONAL PERMITTED USES: Sarpy County, Nebraska Offices, and Licensee’s Fail Safe Location

LICENSE FEES: $10,000.00 annually

COMPUTER LOCATION: See above

REMOTE ACCESS allowed: PLACE AN “X” IN ALL AREAS THAT APPLY

☐ Internet ☐ Internet ☑ XX- WAN ☑ XX- LAN

Customer will advise, as their access requirements change.

AUTHORIZED USERS: PLACE AN “X” IN ALL BOXES THAT APPLY

☐ Subsidiaries and Affiliates. Please provide below a list of Subsidiaries and Affiliates.

☐ Third party entities or person under contract with Licensee or its Subsidiaries or Affiliates to sell, market, distribute and/or underwrite Licensee or its Subsidiaries and Affiliates’ products and services

☐ Other Third Party. If required, please complete the information below for each Third Party.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Services Provided</th>
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Agreed to by:

By: 
Print Name: Aldonn V. Doyle
Title: Chairman Sarpy County Board

Signature
Date: 3/18/05
Sarpy County Courthouse
Board of Commissioners
1210 Golden Gate Dr.
Papillion, NE 68046-2845

Agreed to by:

By: 
Print Name: Michael J. Gingell
Title: VP Strategic Markets

Signature
Date: February 14, 2005
R. L. Polk & Co.
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