TECH

TRANSCENDENT TECHNOLOGIES

MAINTENANCE TERMS AND CONDITIONS

1.   **Term**. Each term of this Agreement shall be one calendar year beginning January 1, and ending December 31, and subject to the termination and renewal provisions set forth below.

2.   **Renewals**. This Agreement shall automatically be renewed for successive one-year terms unless terminated by either party pursuant to the termination provisions set forth below. This annual Maintenance Agreement automatically will cease and terminate upon failure of the Licensee to pay the annual maintenance fee.

3.   **Maintenance Service**. Transcendent will provide Maintenance Service to the Licensee during the term of this Agreement. For purposes of this Agreement the term "Maintenance Service" consists of the following items and will be provided as set forth in this section:

      A.   Enhancements. Providing enhancements for the Software which shall mean any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application.

      B.   Program Error Correction. Transcendent will provide program error correction service, which shall mean a modification or addition that, when added to the Software, causes the licensed Software to function substantially as designed, and in accordance with its published specifications, or otherwise eliminates material adverse effects of the Software to function substantially in accordance with its design and specifications. The error correction procedures shall apply to verifiable and reproducible Program Errors. Error correction service will be provided upon error reporting by the Licensee to Transcendent.

      C.   Support. Support will consist of response by Transcendent personnel to Licensee's questions with regard to use of the Software within a reasonable time after request for such support. Support service responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer will be provided as soon as practical.

      D.   Provision of Services. Maintenance services set forth herein will be provided Monday through Friday. Maintenance services will be provided by telephone or other appropriate electronic means. Transcendent's Maintenance personnel will respond to Licensee's questions with regard to the use of the Software within a reasonable time after request for such Maintenance. Maintenance services responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer as soon as practical. Secured network access (VPN) from clients (SQL Server Management Studio, Desktop Client, Etc.) running on Transcendent workstations will be required for implementation and support. Database user with permissions to perform backup/restore, run database scripts, execute stored procedures, and alter database schema will be required (dbOwner).

4.   **Annual Maintenance Fee**. The annual Maintenance Fee for each one year term of this Agreement shall be shown on page 2 of **Exhibit B**. The annual Maintenance Fee shall be paid within 30 days of billing. Billing for this Maintenance Agreement will be submitted by Transcendent to the Licensee within the first 10 days of production use of the software. If Licensee or Transcendent terminates the annual Maintenance

Agreement prior to expiration of the one-year term, a pro-rated portion of the Maintenance fee will be refunded based upon the number of months or partial months elapsed under the term of the Agreement and the number of full months remaining, based upon a 12 month year. Each calendar year thereafter the Licensee will be billed on a calendar basis beginning in January.

5. **Program Error Reporting**. In the event Licensee experiences a program error and desires Maintenance Service from Transcendent, Licensee shall promptly describe the program error in writing and submit the report of this error to the online Support Ticket program together with the Licensee's request for Maintenance Service. The Licensee shall include the name and telephone number of the person or persons who have either experienced or can reproduce and demonstrate the program error. A support telephone number will also be provided.

6. **Limited Maintenance Warranty**. Maintenance Services to be provided pursuant to this Agreement will be provided free from defects in materials and workmanship. No other warranty of any nature whatsoever is granted by Transcendent pursuant to this Agreement, either expressed or implied, including without limitation, there is no implied warranty of merchantability, fitness for particular purpose, or non-infringement of third party rights. Under no circumstances will Transcendent be liable for an amount pertaining to Maintenance Services greater than the amount paid by the Licensee to Transcendent for such Maintenance Services.

7. **Limitation of Liabilities/Remedies**. In the event of any alleged breach, misrepresentation, or failure to comply with this Agreement by or on behalf of Transcendent, the sole and exclusive remedy of the Licensee shall be refund of the annual maintenance fee pursuant to this Agreement. Transcendent is not liable for any incidental or consequential damages, if any, incurred by the Licensee.

8. **Termination**. This Agreement may be terminated by the Licensee or Transcendent at any time upon 30 days written notice by either party to the other.

ANNUAL MAINTENANCE FEES

SOFTWARE MODULE LICENSED	FIRST PARTIAL YEAR FEE	FULL ANNUAL FEE*
Land Conservation Imaging Integration	$ TBD	$ 700

*These fees are subject to change based on increased functionality of products in the future and general price increases in the list price of the software.

TRANSCENDENT TECHNOLOGIES, LLC.

BY: _____
Kristy L. Wurzer, Sales & Marketing Manager

LICENSEE:

Name: SAUK COUNTY

BY: _____ (Signature)
Authorized Representative/Title

Address: 5/0 Broadway, Baraboo
WI 53513
Telephone Number: 608 - 355 - 3542

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INTRODUCTION

This Time and Materials Work Agreement (this "Agreement"), dated as of 2/06/21 , is made by and between Sauk County, with its principal office located at **West Square Bldg, 505 Broadway, Baraboo, WI 53913**, herein referred to as "Customer", and Transcendent Technologies, Inc, a Wisconsin based corporation with its principal office located at 411 S Commercial St, Neenah, WI 54956, herein referred to as "Transcendent". This Agreement describes the rates and terms for services to be performed by Transcendent for the Customer and is effective as of the date it has been signed by both parties. The parties, intending to be legally bound, hereby agree as follows.

SERVICES

Transcendent agrees to provide services on a scheduled time and materials basis for customer. The actual services will initially be to **Implement Imaging Integration for Land Conservation Software (Farm Evaluation, BMP)**. Customer agrees that they will pay Transcendent for time worked during standard business hours at the standard rate of $140.00 per hour. Project services are estimated to be 16 - 24 hours.

Please note that the hours noted above are an "estimate". The dollar amount reflected in any estimate can vary. Estimates are made in good faith based on information furnished by the client. Estimates do not constitute Transcendent Technologies' agreement to furnish time and materials for a certain price or for a "not to exceed" price, but instead are provided solely for client's budgeting and Transcendent Technology's resource scheduling.

This Agreement is effective as of the date it has been signed by both parties and will automatically terminate in two years unless extended or renewed by mutual Agreement of both parties.

RIGHTS IN DATA

All original written material including program source code, object code, processes, designs and other programming documentation originated and prepared for Customer by Transcendent, according to this Agreement, shall belong to Transcendent.

TERMS AND CONDITIONS

1. **Project Management.** Where applicable, Transcendent will provide customer with complete project management. Project Management will include management of resources, timelines, calendar of events and ensuring responsibilities are defined between Transcendent and Customer. Transcendent will provide a single point of contact in Project Management and will coordinate and lead communication meetings on a periodic basis.
2. **Invoice terms** Invoices are due payable within 30 days Customer will be invoiced on a monthly basis for time worked. Transcendent will provide backup documentation for Time and Materials projects upon request. Payment for product is in no way related to or dependent on the delivery of services, whether outlined in this or any other document. Rates do not include taxes If customer is required to pay any federal, state, or local taxes based on services provided under this Agreement, such taxes would be billed and paid by customer, excluding taxes based on Transcendent's income.
3. **Licensing.** Customer is responsible for ensuring that all licensing is up to date for any software being migrated or supplied by customer. Transcendent reserves the right to verify licensing on any software provided by customer before, during and after installation.
4. **Support.** Time and material support will be charged at Transcendent's currently applicable rates as stated above, unless a support option is purchased
5. **Backup Data.** Customer has responsibility for performing data backups and verifying the integrity of the backup on any and all devices which could be affected during installation, maintenance or upgrade. Transcendent will confirm that a full data backup was performed prior to implementation. In the event customer's system should lose customer and site-specific data due to natural or unnatural acts during implementation, stored data will be used to restore customer system. Transcendent will assist the customer to restore data in the event customer's data becomes corrupted during implementation. Transcendent is not responsible for corrupt, inaccurate configuration, lost, damaged or unrecoverable media errors unless negligence on the part of Transcendent contributes to such corruption, inaccurate configuration, loss or damage. Additional billable time will be assessed if it is necessary to perform data backup or restoration resulting from errors not caused by or contributed to by Transcendent
6. **Exclusions.** Transcendent will not be responsible for the following items:
    *   Transcendent will not be held accountable for all third party vendor connections or system/device connections
    *   Transcendent will not be held accountable for missed Project Schedule milestones due to inaccurate information or delays caused by customer.
    *   Transcendent will not be held accountable for third party delays and/or costs impacting the completion of the Project schedule
    *   Transcendent will not be held accountable to make modification to software it provides as a result of 3rd party upgrades, revisions, or new releases. Customer is providing software and hardware, which will function as specified within customer's current operating environment. The customer understands that software modifications as a result of 3rd party changes will be at an additional charge
    *   As a Time and Materials work agreement, Transcendent is not responsible for specific project completion
7. **Risks** Items listed below are not within Transcendent Solutions control of influence

- Customer will provide a management structure in place and provide a single point of contact to resolve any issues.
- Information provided by the customer is accurate, complete and timely
- Project Schedule Milestones that are dependent on availability of equipment and software provided by a vendor not controlled by Transcendent are the responsibility of the Customer.

8. **Cancellation or Rescheduling.** Customer must give Transcendent advance notice of at least 48 hours prior to cancellation or rescheduling to allow Transcendent to schedule our billable consultants appropriately. Failure to give adequate notice will result in charges to customer for all expenses or time incurred up to the point of cancellation.

9. **User Notification.** Customer is responsible for notifying their users of any install dates and any down times associated with the project. This includes notifying them of any risks associated with the project

10. **Remote Access.** Customer will provide Transcendent access to the server(s) if remote services are to be performed. Customer and Transcendent will mutually agree to the process and procedures for doing so in writing (e-mail is acceptable) prior to such activity taking place.

11 **Third Party Costs.** Customer is responsible for all third party vendor costs associated to any delays.

12. **Security.** Customer will implement any procedure(s) necessary to safeguard the integrity and security of software and data used in the work to be performed from access by unauthorized persons. The content of any data file, the selection and implementation of controls on its access and use, and the security of stored data are the responsibility of customer. Security provided by software should perform by customer as described in the vendor's administration documentation. Customer warrants it has the authority and right to provide and allow Transcendent access to, and use of, Customer data stored within third party vendor software. Notwithstanding anything to the contrary in the Agreement, Transcendent and customer agree that Transcendent shall not be liable or responsible for any past performance of customer (including its subcontractors, agents and affiliates) or any other third party related to development and implementation of the Services and Deliverables covered by this agreement, including customer's (including its subcontractors', agents' or affiliates') or any third party's failure to meet its customer's expectations. Customer agrees to and shall indemnify Transcendent against, and hold Transcendent harmless from, against, for, and in respect of, and pay any and all damages, losses, obligations, liabilities, claims, encumbrances, deficiencies, costs, and expenses, including, without limitation, reasonable attorneys' fees, and other costs and expenses incident to any suit, action, claim, or proceeding suffered sustained, incurred, or required to be paid by Transcendent by reason of any breach or failure of observance or performance of any representation, warranty, or agreement made by Customer hereunder or relating to or as a result of any such representation, warranty, or agreement being untrue or incorrect in any respect, or arising from Customer's (including its subcontractors', agents' or affiliates') or any third party's previous attempts to develop and implement the Services and Deliverables within the scope of this SOW. Transcendent's obligation to the customer for damages in any form will not exceed the monetary value of this contract

13. **Customer Representations and Warranties.** Customer has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder. No further action or approval is required to constitute this Agreement as a binding and enforceable obligation of Purchaser. The execution and delivery hereof and the performance by Customer of its obligations hereunder will not (A) violate any provision of law, any governmental regulation or any judgment, writ, injunction, decree, or order of any court or other governmental authority relating to it, or (B) violate any contract or other commitment to which it is a party or by which it is bound, or (C) be in conflict with or result in or constitute a breach or default on its part under any such contract or other commitment.

14 **Customer furnished equipment and workspace.**
- Customer shall provide office space, and equipment as needed during onsite portion of engagement.
- Customer shall provide administration system access for onsite work - in accordance with established company policies, standards, regulations, and rules of conduct
- Customer will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation. Customer will provide access to the appropriate personnel (management, technical, business analyst, subject matter expertise, etc.) necessary to fulfill the contract requirements

APPROVALS

This Agreement is agreed to and accepted by:

Transcendent Technologies, LLC

By: _____(Approved - KLW)_____

Name: ___Kristy Wurzer___

Title: ___Sales & Marketing Manager___

Date: ___02/15/21___

Customer

By: _____

Name: ___Steve Pate___

Title: ___MIS Director___

Date: ___2/26/22___

Upon signing:
Scan and eMail a signed copy to:

Kristy Wurzer (kwurzer@transcendenttech.com)