

Human Capital Management – SaaS License Agreement

1. GENERAL: This Agreement is a legally binding agreement between Jonesboro Police Department, (“JPD”), with its principle offices at 410 Washington, Jonesboro, AR 72401 and PMAM Corporation (“PMAM”) with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service (“SaaS”) services as described in this Agreement.

2. SERVICE AND USE OF SERVICE: The SaaS is a software application service which PMAM provides via the internet referred to herein as Human Capital Management, (“HCM”). The software is installed at a server at PMAM or at PMAM’s election, at a third party. The service is used via internet or other data connection. PMAM grants to you, the non-exclusive, non-transferrable, and non-sublicensable rights to use the HCM software. This license allows you to use HCM in order to manage your workforce throughout the entire talent and talent management planning process. This license is for use to manage, train, test, assess, and track your internal talent, you may not resell or distribute. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

HCM is used to manage your workforce. HCM allows for managing training and knowledge integration, automated distribution, tracking, and acknowledgement for all policy updates, and includes a broad assortment of tools used in the Performance Appraisal process.

3. LICENSE VALIDITY: This license is valid so long as you are current on service fees and have not breached any of your obligations contained in this Agreement.

4. SERVICE FEES: For the first 3 years of service beginning as of the execution date of this agreement there will be a \$0.00 annual fee. An annual service fee of \$1,200.00 will apply and begin as of the 4th full year of service to the City of Jonesboro Police Department and is to be paid 30 day net invoicing due in one annual installment within 30 days of receiving billing at the beginning of the 4th year of service. All fees payable under this Agreement are calculated based on the then current fee schedule as provided by PMAM from time to time. Access to data and services is conditioned upon the timely payment of service fees. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

5. SERVICE AND SUPPORT: The following service and support is included within the annual fee: (a) training will be available to you over the internet and/or in person, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday.

If PMAM carries out an update or upgrade of the HCM software it will be provided to you free of charge. No guarantee is made that updates or upgrades will be available. If you request a proprietary modification to the HCM software, PMAM will provide to you a fee estimate and time estimate for providing the modification if applicable. At PMAM’s election, the HCM software modification shall be available to all of PMAM’s customers.

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PMAM also agrees to assist in the transition of data from JPD's current provider and the PMAM system at no charge to the JPD. In order to fulfill this obligation, PMAM may require access to the stated data in order to assist in its transfer and will use commercially reasonable efforts to protect all data.

6. **SOFTWARE OWNERSHIP:** All software and modules and modifications are the sole property of PMAM and all rights not expressly granted to you in this Agreement are reserved by us. PMAM is the owner of title, copyright, and other intellectual property. The software is licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. You may not reverse engineer, decompile, or otherwise disassemble the software. The HCM or the SaaS services may not be copied or modified in any manner by you. This Agreement does not grant to you any rights to trademarks or service marks.

7. **OWNERSHIP OF DATA:** You retain sole ownership of all data entered into HCM during the operation of your business and the lease of the software. We will use commercially reasonable efforts to keep your data protected. Upon request we will provide backups to you for your storage.

8. **DATA PRIVACY:** You and PMAM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement and HCM or the data of the other party which becomes accessible through the preparation and performance of this Agreement. This obligation will continue during the term of this agreement and after the termination or expiration of this agreement. Notwithstanding the above, the parties understand and agree that the County of Craighead and State of Arkansas Statutes apply.

9. **DATA ACCESS:** PMAM will provide you with 24/7 access to your data at a minimum with 98% uptime, measured monthly, excluding the periods of maintenance, updates, upgrades, modification implementation, and Force Majeure Events (as defined herein). PMAM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PMAM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If your data becomes inaccessible due to problems at PMAM's facilities other than during periods of maintenance, updates, upgrades, modification implementation, or a Force Majeure Event, PMAM will refund 1 day of service fees for every hour you are not able to access your data for a maximum of sixty (60) days. Such payment is the sole remedy for failure of any service obligations or other breach of this Agreement by PMAM.

10. **TERMINATION:** There are no cancellation fees. To terminate this Agreement you must provide to PMAM written notice of termination a minimum of 90 days prior to your desired termination date. If you terminate this Agreement, you may receive the unused portion of the pre-paid annual fees prorated over the months remaining of the twelve

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months you paid to use the SaaS service; provided that no other fees will be refundable, including, without limitation, modification fees, setup and data conversion fees, and fees for additional or excess services. If you fail to make timely payments or breach any other obligations, PMAM may immediately block access to HCM and upon written notice to you, terminate this Agreement effective immediately.

11. **WARRANTY:** PMAM represents and warrants that it has title and ownership of HCM and has the authority to grant the license hereunder.

12. **DISCLAIMER OF WARRANTY: THE SOFTWARE AND ITS RELATED MATERIAL ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND PMAM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL MEET ANY CUSTOMER REQUIREMENTS. PMAM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. YOU ACKNOWLEDGE THAT PMAM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PMAM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

13. **LIABILITY:** PMAM is released from its obligations to perform services under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PMAM, including, without limitation, national emergency, acts of God, strikes or other labor issues, disruption of electrical service, cable or network damage caused by a third party, or natural disasters (a “Force Majeure Event”). PMAM’s liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service. **IN NO EVENT WILL PMAM BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.**

14. **VARIOUS:** This Agreement is governed by the laws of the State of Arkansas without giving effect to the conflict laws rules or choice of laws rules thereof. Venue for any action brought relating to this Agreement or your use of the HCM software shall be proper only in Craighead County, Arkansas. The heading are convenience only and do not effect the terms or provisions hereof. This Agreement may not be assigned by you. This Agreement contains the entire agreement of the parties and supersedes any prior or

PMAM Corporation

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contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by other parties.

The parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date of execution of the agreement as listed below.

City of Jonesboro

Name: Harold Perrin

Title: Mayor

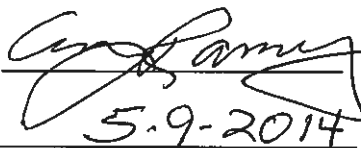
Signature: _____

Date: _____

PMAM Corporation

Name: Gary Ramey _____

Title: Vice President _____

Signature:  _____

Date: 5-9-2014

Attested by:

Donna Jackson, City Clerk