

Pine Technologies, LLC.



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Pine Technologies, LLC., a Wyoming based company (hereinafter “**Vendor**”), and YELLOWSTONE COUNTY ATTORNEY’S OFFICE (hereinafter “**County**”), is made as of the date executed by both Vendor and County (the “**Effective Date**”).

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Administrator:** is a designated employee or contractor of County responsible for managing/requesting tickets from Vendor.

1.2 **Business Intelligence:** any ticket that includes:

1.2.1 SSRS Reports

Formatted reports that pull stats/data from Case Management Software’s (CMS) database

1.2.2 JDA Documents

Documents that are automatically generated from CMS and fill in information from the case/name record

1.2.3 Screens (JWXML)

How data is displayed to the end user while using CMS

1.2.4 Business Rules

Automated workflows, i.e. when an event is marked as “no show” a bench warrant is issued

1.2.5 SQL Scripts

Scripts that are written against the CMS database to alter/pull information

1.3 **Ticket:** a service that is requested from the Vendor by the County

1.4 **Service Fees:** the fees to be paid by County for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the Services

15 **Services:** those services provided by Vendor to County under Section 4 (“Services”) of this Agreement.

2. SERVICE TERM

2.1 July 1, 2024 - June 30, 2025

2.2 Service Term. The Service Term shall commence on July 1, 2024. If Service Fees have not been received within 30 days after Contract Signing, Vendor will postpone service until payment is received. The Service Term shall be month to month after the completion of the initial twelve-month period.

3. SERVICE FEES

31 Service Fees: County shall make payment of the Service Fees to Vendor based on the number calculated in accordance with Exhibit A, upon receipt of invoice.

4. SERVICES

41 Services: are defined as technical assistance with the County’s CMS Software, including but not limited to, questions about the functionality of the CMS Software, assistance with the resolution of error messages and consulting with process questions. Services include troubleshooting the CMS Software as needed to resolve issues.

42 Tickets: Vendor agrees to provide Services to County, as such may be determined from time to time in accordance with the provisions of this Section 4 (“Services”). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Tickets and any other guidelines agreed upon in writing by Vendor and County.

43 Ticket Requests: If County requests Services, County shall submit, via email, phone, or chat, a reasonably detailed Ticket request to Vendor. Vendor shall have the right to request additional details about the proposed Ticket described in the Ticket request. If additional details are deemed necessary, the Administrator will be contacted by Vendor’s service department to complete the Ticket Request. Tickets that require new or extreme modifications to business intelligence, and new workflow requests will require a Sales Order to complete the work. County will be notified if work will require a sales order and will be able to decide if they want to move forward with the work.

44 Vendor’s Employees and Subcontractors; Indemnification Generally. Vendor shall require all employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by County. Vendor shall procure all business permits necessary to perform under this Agreement and pay all related fees. Vendor and County shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

5. WARRANTIES

51 Services Warranties. Vendor warrants that the Services rendered to County pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Vendor’s employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

52 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless County from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

53 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE WORK ORDER.

6. PAYMENT

6.1 Service Fee shall be payable in respect of Services provided by Vendor (including its agents and contractors) to, for, or at the request of County or those acting on its behalf under this Agreement. If such Services are provided pursuant to a Sales Order, all work and all Deliverables related to such Services, and the payment therefore, shall be completed as provided in the Sales Order. Payment for a Sales Order shall become due and payable upon delivery, net thirty (30) days. All sales and similar taxes levied on account of payments to Vendor are the responsibility of the County.

7. LIMITATIONS ON LIABILITY

7.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, County’s TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO Vendor. IN NO EVENT SHALL Vendor’s TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO Vendor.

8. CONFIDENTIALITY

8.1 County’s Responsibilities. County hereby agrees that (i) all materials received from Vendor under this Agreement are the confidential and proprietary information of Vendor, (ii) County shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a written agreement, none of such materials shall be in any way disclosed by County to any third party, in whole or in part, without the prior written consent of Vendor, which may be granted or withheld in its sole discretion. If County becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor.

8.2 Vendor’s Responsibilities. Vendor hereby agrees that (i) any information related to the official business of County that Vendor obtains from County in the course of the performance of this Agreement is the confidential and proprietary information of County, (ii) Vendor shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of County, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify County. Vendor shall also assist County with preventing the recurrence of such unauthorized

possession and with any litigation against the third parties deemed necessary by County to protect its proprietary rights.

83 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 8 (“Confidentiality”), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

84 Exclusions. The provisions of this Section 8 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Vendor or County, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Vendor or County, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Vendor or County, as the case may be, outside the scope of this Agreement or (v) that Vendor or County, as the case may be, is required to disclose by law or legal process.

9. TERM AND TERMINATION

91 Term. The term of this Agreement shall commence on July 01, 2024 and shall continue until terminated in accordance with the terms of this Section 9 (“Term and Termination”).

92 Payment Default. Vendor shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of County to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Vendor to County.

93 Other County Defaults. Vendor may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by County which violation or breach continues for a period of thirty (30) days after written notice thereof by Vendor to County.

94 Termination by County. County shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Vendor (except as specified in Subsection 9.6 below) if Vendor commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by County to Vendor of such breach. County shall have the right to terminate this Agreement effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

95 Effect of Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, County shall pay Vendor’s fees and expenses for this Agreement up to the effective date of termination, including, without limitation, all work in process. The confidentiality obligations of the parties in Section 8 (“Confidentiality”) shall survive the termination of this Agreement.

10. GENERAL

10.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

10.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Vendor: PINE TECHNOLOGIES, LLC.
PO Box 778
Millville, UT 84326
Attention: CEO

To County: YELLOWSTONE COUNTY ATTORNEY'S OFFICE
PO Box 35025
Billings, MT 59107
Attention: Scott Twito

10.3 No Third-Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

10.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall insure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows:

11.2 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

11.3 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. County shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Vendor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

11.4 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Logan, Utah, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

11.5 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

11.6 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of law principles.

11.7 Independent Contractor. Vendor, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Vendor (including personnel supplied by subcontractors) hereunder are not County's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any County employee benefits. County shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

11.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

11.9 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

PINE TECHNOLOGIES, LLC.:

By: Ben Stocks

Date: 6/28/2024

Printed Name and Title: Ben Stocks, CEO

YELLOWSTONE COUNTY ATTORNEY'S OFFICE:

By: Scott Twito

Date: 7-1-24

Printed Name and Title: Scott Twito, Yellowstone County Attorney

Exhibit A
Cost Proposal

| Service Term | Service Fees |
|------------------------------|--------------|
| July 1, 2024 – June 30, 2025 | 40,000 |
| Total | \$40,000 |

Notes

The Service Term shall commence on July 1, 2024. Invoice for the first year of the Service Term will be sent upon contract signing, payment is due upon receipt.

To provide the best service Vendor may require VPN/remote access to the County's database server, SSRS server, and Web Server.

The service fees include an unlimited amount of ticket submission. Vendor will work on tickets until they are accepted as complete by County. If County requests a new workflow, new business intelligence items, or extreme modifications to existing business intelligence items, Vendor will review the request to determine if a Sales order will be needed. If a Sales Order is required, Vendor's service department will reach out to the County and communicate a Sales Order is required. The County will determine if the Sales Order is needed and let Vendor know how they want to proceed.