

Go Manage, Inc.
Web Services Licensing Agreement

This Web Services Agreement, is between Go Manage, Inc. (Licensor) and the City of Fort Collins, Colorado (Licensee) and is entered into as of October 23, 2006.

Licensee desires to use the GOManage web services for various business and organizational activities and Licensor desires to grant a nonexclusive license to permit Licensee to use such services.

This license agreement commences effective October 23, 2006 and shall end October 22, 2007. This license may be renewed for up to four (4) additional one year periods. Renewal will be sent 60 days prior to the renewal date. The subscription price for the web services will be a minimum four user license at a rate of \$300 per month. Additional users can be added by the licensee at a rate of \$65 per month per additional full user and \$25 per month per additional portal user. The subscription terms are subject to change at the conclusion of the initial term of the agreement. The services can be terminated by the Licensee or Licensor by giving 30 days notice. The subscription fee is payable in advance monthly.

Additionally, Licensee will pay Licensor a consulting rate of \$1,600 per day, for professional services associated with implementing GOManage. A minimum of one day of consulting services is required for configuration and training assistance.

Licensee will be responsible to have internet enabled workstations for each user of GOManage. Additionally, Licensee will assign a project leader to the GOManage implementation, provide a training environment in which to train GOManage users and provide GOManage users with uninterrupted time to participate in the training process. Licensee's management will be responsible to participate in the GOManage implementation process wherein the use or uses of GOManage will be defined and the structure, implementation and training plans developed. Licensee understands that GOManage may introduce new management processes, expectations and levels of accountability. Managing this change is fundamental to the success of GOManage. Licensee agrees to evaluate the impact of change on their organization and to implement change management processes as required.

Additional specific terms and conditions of this Agreement are contained in the attached End User License Agreement, provided, however, in the event of any inconsistencies the terms set forth above shall prevail. The terms and conditions contained in the End User License Agreement are an integral part of this Licensing Agreement. Signing this Agreement indicates that each party has reviewed the End User License Agreement and are in agreement with the terms contained therein.

**Go Manage, Inc.
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For purposes of notification pursuant to this agreement, the following addresses shall be used:

Go Manage, Inc.
108 Coronado Court, Suite B
Fort Collins, Co 80525

City of Fort Collins
300 LaPorte Avenue
P.O. Box 580
Fort Collins, Colorado 80522

Signed: B. Carl Lee
B. Carl Lee
Chief Executive Officer
Go Manage, Inc.

Date: 11/1/06

Signed: James B. O'Neill II
James B. O'Neill II, CPPO, FNIGP
Title: Director of Purchasing and Risk Management
City of Fort Collins

Date: 10/31/06

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End User Licensing Agreement**

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APPLICABLE LAW AND JURISDICTION: This License shall be construed in accordance with the laws of the State of Colorado, United States of America. Each party hereby consents to the jurisdiction over it and venue in any state court of competent jurisdiction in Larimer County, Colorado and any federal court of competent jurisdiction in Denver, Colorado, in any action or proceeding arising out of or in any way related to this License or to the breach or default of any provision hereof, and any such action or proceeding shall be filed only in the Circuit or District Courts for the State of Colorado for Larimer County, or in the U. S. District Court for the District of Colorado in Denver, Colorado.

SEVERABILITY: In the event any provision of this License Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefore.

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ENTIRE AGREEMENT: This License Agreement sets forth the entire understanding and agreement between ~~CDG~~ and Go Manage, Inc., supersedes all prior agreements, whether written or oral, with respect to the Software, and is subject to change at any time.

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Signed: B. Carl Lee
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