

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Council on Aging

Department contract file name (use effective date): Bingocize_AgingServices_20240301

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Bingocize license agreement.

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Bingocize

Effective Date: 03/01/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: N/A

Please Return Contract to:

Name: Ashlyn Martin

Email:

ashlyn.martin@chathamcountync.gov

Special Instructions for Clerks Office:

Thank you!

2. Department Head or his/her designee has read the contract in its entirety.

By: Ashlyn Martin (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**TERMS OF USE FOR NON-EXCLUSIVE LICENSE
TO USE BINGOCIZE®**

These Terms of Use (“Terms”), are to be read and agreed to before purchase of a license for use of the Bingocize® game, a proprietary health promotion program (the “Licensed Technology”).

Your access to and use of the Licensed Technology is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use the Licensed Technology.

1. License Grant.

By accepting these Terms, you agree to accept a non-exclusive license to use the Licensed Technology solely within the facilities located in the counties identified on the invoice for your purchase of Licensed Technology (the “Invoice”).

2. Use of Bingocize® Trademark.

Bingocize® is a federally registered trademark owned by WKU Launch Pad, Inc., doing business as Bingocize (“Bingocize”). By agreeing to these Terms, you agree that no action will be taken by you to invalidate or challenge the validity of the Bingocize® mark or attempt to register any confusingly similar trademarks in your own name, or act in any manner that would jeopardize Bingocize’s rights to the Bingocize® mark. Bingocize will have the right to exercise quality control over your use of the Bingocize® mark to the extent needed to maintain the validity of any registrations of the Bingocize® mark and to protect the associated goodwill.

3. Term and Termination.

The Term for this non-exclusive license is for two years from the date on the Invoice. Upon a breach of these Terms by you, Bingocize may terminate your right to use the Licensed Technology, without prior notice or liability. All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations on liability.

4. License and Training Fees.

All license and training fees for the use of the Licensed Technology shall be identified on the Invoice. All fees are non-refundable. All payments of fees shall be made payable to “Bingocize” to the contact indicated on the Invoice.

5. Indemnity.

By accepting these Terms, you agree to indemnify and hold harmless, Bingocize and its affiliated entities and their officers, directors, employees and agents from any and all claims, suits damages, attorney's fees, costs and other expenses arising from your performance of the Licensed Technology.

6. Disclaimer.

Your use of the Licensed Technology is at your sole risk. The Licensed Technology is provided on an "AS IS" and "AS AVAILABLE" basis. The Licensed Technology is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

7. Limitation of Liability

IN NO EVENT SHALL BINGOCIZE, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BINGOCIZE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU FOR THE LICENSED TECHNOLOGY HEREUNDER.

8. Assignment.

You may not assign any of your rights under these Terms, without Bingocize's prior written consent, which shall not be unreasonably withheld.

9. Governing Law.

These Terms shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Exclusive venue for any dispute not barred by sovereign immunity arising under, out of, or in connection with this Agreement will be the state and federal courts in, or in close proximity, to Warren County, Kentucky, unless the action cannot be brought in such court due to statutory proclamation in which case only the venue will be as so proscribed. By agreeing to these Terms, you consent to the personal jurisdiction of all such courts and hereby waive any claims of

lack of personal jurisdiction or inconvenience of such court.

Signature below, by your duly authorized officer, indicates consent to these Terms.

Company: Chatham County

Address: PO Box 1809

Pittsboro, NC 27312

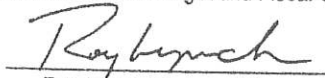

Signature

Name: Dan Lamontagne

4/4/2024
Date

Title: County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Roy Lynch, Finance Officer