



Huskey, Jyl <jyl.huskey@iowa.gov>

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## Tracker Subscription 2017

1 message

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**J Morrow** <jmorrow@morrowconsulting.com>  
To: Jyl.Huskey@iowa.gov

Thu, Mar 2, 2017 at 6:29 PM

Hi Jyl,

Attached is the invoice for the Tracker subscription fee for 2017. Let me know if you have any questions.

Regards,

J

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**From:** J Morrow [mailto:jmorrow@morrowconsulting.com]  
**Sent:** Monday, February 29, 2016 4:09 PM  
**To:** Jyl.Huskey@iowa.gov  
**Subject:** Tracker Subscription 2016

Hi Jyl,

Attached is an invoice for the Tracker subscription fee for 2016. Let me know if you need any additional information to proceed.

I also wanted to let you know that we are in the process of transitioning to a new pricing structure that is based on agency size. For an agency your size, the yearly subscription fee starting in 2017 is going to be \$7,000. Please let me know if you have any questions or concerns.


Regards,

J Morrow

Morrow Consulting, LLC

(208) 651-2413

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 **Tracker\_Subscription\_2017\_IAG.pdf**  
60K



Morrow Consulting, LLC

10658 N Oak St  
Hayden, ID 83835  
(208) 651-2413

00003025772

26-3431161

# Invoice

Date	Invoice #	Due Date
3/2/2017	197	4/1/2017

<b>Bill To</b>
Iowa Vocational Rehabilitation 510 E 12th Street Des Moines, IA 50319

Project			Contract #
Iowa VR Tracker			PO 283 06271101653
Quantity	Description	Rate	Amount
1	Yearly License/Subscription Fee for Tracker Version 3 System (Agency Size 5,001 - 10,000) 4/1/2017 - 3/31/2018	7,000.00	7,000.00
<p style="text-align: center;"><i>David J Mitchell</i> 3/6/17</p>			
Please make check payable to Morrow Consulting, LLC.			<b>Total</b> \$7,000.00

## **Software License Agreement**

### **License**

1. Under this Software License Agreement (the "Agreement"), Morrow Consulting, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use the Vocational Rehabilitation Ticket to Work/Reimbursement Tracker (the "Software").
2. "Software" includes the web application front-end, the SQL Server database, the source code and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
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6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies without the Vendor's approval.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

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8. The yearly subscription fee paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.
9. The license is only valid for the period of time for which the Licensee has paid the yearly subscription fee.

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The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

12. The Vendor may remedy any non-conforming Software by providing a refund of the purchase price or, at the Vendor's option, repair or replace any or all of the Software.

#### **Warrants and Representations**

13. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

#### **Acceptance**

14. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

#### **Term**

15. The term of this Agreement will begin on Acceptance and is perpetual.

#### **Termination**

16. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

#### **Force Majeure**

17. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

#### **Governing Law**

18. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Idaho for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Idaho.

#### **Miscellaneous**

19. This Agreement can only be modified in writing signed by both the Vendor and the

Licensee.

20. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
21. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
22. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
23. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
24. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

**Notices**

25. All notices to the Vendor under this Agreement are to be provided at the following address:  
Morrow Consulting, LLC  
10658 N. Oak St.  
Hayden, ID 83835