



## SOFTWARE LICENSE AGREEMENT

**IMPORTANT - READ CAREFULLY: THIS SOFTWARE LICENSE AGREEMENT (LICENSE) IS A LEGAL AGREEMENT BETWEEN YOU (CUSTOMER) AND CARDINAL TRACKING, INC. (CARDINAL) REGARDING USE OF THE SOFTWARE PRODUCT. BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT, BUT INSTEAD, RETURN IT TO CARDINAL FOR A FULL REFUND.**

- 1. THE SOFTWARE PRODUCT.** Unless or except as otherwise provided herein, the Software Product shall include the Cardinal computer software programs licensed by Customer and listed on Cardinal's invoice, along with all associated media, printed materials, and online or electronic documentation, as well as any updates, upgrades, patches, modifications, and/or supplements to the original Software Product that may be provided by Cardinal in accordance with the Support Services Addendum attached hereto.
- 2. SOFTWARE PRODUCT LICENSE.** Subject to the terms and conditions of this Agreement, Cardinal grants to Customer a non-transferable, non-exclusive license to use the Software Product for Customer's own internal business purposes during the term of this Agreement. The grant of a License hereunder does not transfer title or any proprietary or intellectual rights in the Software Product to Customer. All patents, copyrights, trademarks, trade secrets, and other intellectual property rights relating thereto shall be owned solely and exclusively by Cardinal or its suppliers, as applicable.

  - a. Applications Software.** A single License shall grant Customer the right to install the Software Product for one user. The license includes the Software Product purchased by and licensed to Customer and listed on Cardinal's invoice. Customer must obtain multiple licenses for concurrent use of the Software Product by multiple users.
  - b. Storage/Network Use.** Customer may store or install a copy of the Software Product on a storage device, such as a network server, used only to install or run the Software Product on Customer's other devices over Customer's managed network; however, Customer must acquire and dedicate a license for each concurrent user accessing the software. Software Products obtained pursuant to a single license may be installed on multiple computers but may not be used concurrently on multiple computers without a license for each concurrent user.
  - c. Copies.** Following the installation of the Software Product, the software, in the form and on the medium originally provided to Customer, may be kept solely for backup or archival purposes unless permission to do otherwise is obtained from Cardinal in writing. Customer may not copy the software, electronic media, or printed materials comprising the Software Product without written permission from Cardinal. Any permitted copy of the Software Product must contain the same copyright and other proprietary notices that appear on or in the Software Product.
- 3. DELIVERY.** Upon receipt of payment or Purchase Order by Customer of the initial charge specified in Cardinal's invoice, Cardinal shall issue a licensed copy of the Software Product to Customer, as soon as practicable, in an appropriate, executable format. In the event that Cardinal elects to provide the Software Product to Customer on more than one type of medium, Customer may use the type of medium that is appropriate for each authorized concurrent user for which Customer has purchased a license.

**4. ACCEPTANCE.** Customer shall be deemed to have accepted the terms of this Agreement, and all of the Customer's obligations as set forth herein, by either (i) delivering a signed copy of this Agreement to Cardinal or (ii) installing, copying, downloading, or otherwise accessing or using the Software Product, whichever occurs earlier. In any case, Customer must return a signed copy of this Agreement to Cardinal as soon as reasonably practicable.

**5. TERM; RENEWAL.** Customer shall be entitled to use the Software Product in accordance with the terms and conditions of this Agreement for one year from the date of Cardinal invoice for the products and services licensed. This License shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with renewal invoice, which must be received by Cardinal by the date specified in the renewal invoice that will be sent to Customer prior to the expiration of Customer's License. All additional Cardinal products or services licensed prior to the renewal date will be added to the customer renewal invoice at a prorated rate. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases. Customer's failure to renew this license for the next term in a timely manner shall constitute a termination of this License. Customer expressly acknowledges that, should Customer's License be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future renewal.

**6. SUPPORT SERVICES.** Cardinal shall provide to Customer any Support Services related to the Software Product as defined in the Support Services Addendum, as amended or supplemented by Cardinal from time to time through written or online documentation.

a. **Supplemental Code.** Any supplemental software code provided to Customer as part of said Support Services shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

b. **Updates and Upgrades.** Updates are revisions to the current version of the application involving program fixes and minor program modifications. Upgrades are total releases that usually include new features and functions. Any Updates or Upgrades made available to Customer in accordance with the Support Services Addendum shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

**7. CUSTOMER OBLIGATIONS.** Customer will be responsible for furnishing to Cardinal complete and accurate information describing Customer's hardware and software configurations at the time of initial installation and for promptly informing Cardinal of any subsequent changes thereto. Customer shall also be responsible for documenting and promptly reporting to Cardinal all errors or malfunctions of the Software Product. **FAILURE TO FURNISH SUCH INFORMATION WILL INVALIDATE THE LIMITED WARRANTY PROVIDED HEREAFTER.**

**8. LIMITATIONS.** This License shall be subject to the following limitations:

a. Customer may not copy, reproduce, or duplicate in any manner the Software Product without the prior written consent of Cardinal.

b. Customer may not reverse engineer, decompile or disassemble the Software Product, in whole or in part.

c. The Software Product is licensed as a single product, and its component parts may not be separated for use on more than one computer, with the exception of Customer's purchase of a multi-user license allowing the use of the Software Product on a network.

d. Customer may not sell, rent, lease, transfer, sub-license, lend or otherwise distribute the Software Product or otherwise allow an unauthorized third party to use the Software Product.

e. Customers may not write or develop any derivative software or other software program based upon the Software Product without seeking and obtaining written permission from Cardinal.

**9. TERMINATION.** Without prejudice to any other rights, Cardinal may terminate this License if Customer fails to comply with any of the terms and conditions herein. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto. **IN THE EVENT OF A TERMINATION OF THIS LICENSE, FOR ANY REASON, CUSTOMER EXPRESSLY AUTHORIZES CARDINAL, AT ITS OPTION, TO REMOTELY DISABLE THE COMPUTER SOFTWARE PROGRAMS LICENSED TO CUSTOMER AT ANY TIME AFTER THE EXPIRATION OF THE 30-DAY NOTICE PERIOD.** Customer also agrees to destroy any and all copies of the Software Product and its

component parts in Customer's possession and to provide, upon demand by Cardinal, a writing certifying that to the best of Customer's knowledge, all originals and copies of the Software Product, in whole or in part, have been destroyed. If this License is terminated due to Customer's default, Customer shall not be entitled to a refund of any portion of any fees paid by Customer.

**10. COPYRIGHT.** The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title and copyright to the Software Product are owned by Cardinal or its suppliers. Customer acknowledges that aspects of the licensed materials, including the specific design, structure, and code of individual programs, constitute trade secrets and/or copyrighted material of Cardinal or its suppliers. Customer agrees (i) not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cardinal; and (ii) not to cover, suppress, delete, modify or intentionally render inconspicuous any identification labels, trademark symbols, copyright symbols and legends, legal notices, or other proprietary markings on or in the licensed materials. In the event that Customer becomes aware of any unauthorized possession, use, or knowledge of the Software Product, Customer agrees to promptly notify Cardinal of such, including in such notice the details of the unauthorized access and the identities of the individuals or entities involved, if known, and to cooperate with Cardinal in any litigation or other proceedings initiated by Cardinal in order to protect its rights.

**11. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software Product and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(l)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Cardinal Tracking, Inc., 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057; Telephone 800-285-3833.

**12. RESERVATION OF RIGHTS.** All rights not expressly granted to Customer herein are reserved by Cardinal.

**13. EXPORT PROHIBITED.** Customer may not export or re-export the Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the "Restricted Components") (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which may include, but are not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who Customer knows or has reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government. Customer warrants and represents that neither the BXA nor any other agency of the U.S. government has suspended, revoked, or denied its export privileges. Customer agrees to indemnify and hold Cardinal harmless from any loss, damages, liability, or expenses incurred by Cardinal as a result of Customer's failure to comply with any export regulations or restrictions.

**14. LIMITED WARRANTY.** Cardinal warrants that, after installation of the Software Product, the Software Product will perform substantially in accordance with Cardinal's online manuals and documentation for a period of one year from the date of acceptance by Customer (excluding updates, upgrades, patches, modifications, and/or supplements to the original Software Product, which are not covered by this Limited Warranty). This Limited Warranty is void if the failure of the Software Product has resulted from operator error, defective hardware, electrical surges, failure of electrical power, accident, abuse, misapplication, or any other reason not due to defects in materials and workmanship. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL CUSTOMER HAS ACCEPTED THIS LICENSE, AS SET FORTH HEREIN, AND FULFILLED ITS OBLIGATIONS PURSUANT TO SECTION 7 OF THIS LICENSE TO FULLY INFORM CARDINAL OF CUSTOMER'S SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

**15. CUSTOMER REMEDIES.** With respect to the Software Product, Cardinal and its suppliers' entire liability and Customer's exclusive remedy shall be, at Cardinal's option, either (a) return of the price paid if any; or (b) repair or replacement of the Software Product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. Any replacement of Software Product will be warranted for the

remainder of the original warranty period, or thirty (30) days, whichever is longer.

**16.**

**17. INJUNCTIVE RELIEF.** Customer acknowledges that the unauthorized use of the Software Product would cause substantial harm to Cardinal that could not be remedied by the payment of damages alone. As such, in the event of a default by Customer hereunder, Cardinal shall be entitled to seek preliminary and permanent injunctive relief, as well as any other equitable relief authorized by law, without the necessity of showing actual monetary damages.

**18. NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, TO THE SOLE EXTENT THAT ANY IMPLIED WARRANTY CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW; SUCH WARRANTY SHALL BE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY CUSTOMER. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD.**

**19. Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Cardinal or its suppliers be liable under any theory of tort, contract, strict liability, or other legal theory for lost profits, lost revenues, lost business opportunities, operational interruption, loss of data or other information, failure of Customer's equipment, network or software not provided by Cardinal, or any other pecuniary loss, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by Agreement of the parties, regardless whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. In any case, to the extent permitted by applicable law, Cardinal's entire liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever, including under any provision of this license, shall be limited to the greater of the amount actually paid by Customer for the software product or U.S. \$5.00.

**20. NOTICES.** Any notice required or desired to be given under this Agreement or any of its Addendums or Attachments shall be in writing and shall be deemed given when delivered either in person, upon confirmed delivery by facsimile, or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows: (i) if to Cardinal, at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057, or such other address as may hereafter be designated by Cardinal in writing; and (ii) if to Customer, at the address listed below, or such other address as may hereafter be designated by Customer in writing.

**21. WAIVER.** The failure of either party to enforce at any time any provision of this Agreement, including any Addendums or Attachments incorporated herein, shall not be construed as a waiver of such provision or of any subsequent default thereof.

**22. COMPLETE AGREEMENT.** The parties agree that this Agreement, along with any Addendums and Attachments incorporated herein, is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement.

**23. SURVIVAL.** The provisions of this Agreement (including Addendums and Attachments hereto) that by their nature would continue beyond termination or expiration of this Agreement, such as duties with regard to confidential or copyrighted information, payment obligations for amounts due, or provisions limiting or disclaiming warranties or liability, shall survive such termination or expiration.

**24. SEVERABILITY.** Should any part or provision of this Agreement or any of its Addendums or Attachments be held unenforceable, such part or provision shall be deemed to be independent of all of the other parts and provisions of this Agreement, and all of the other parts and provisions shall remain in full force and effect.

**25. AMENDMENTS.** This Agreement, including its Addendums and Attachments, may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

**26. GOVERNING LAW; VENUE. THIS AGREEMENT, ALONG WITH ITS ADDENDUMS AND ATTACHMENTS, IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES THAT MAY PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS AGREEMENT IS MADE AND PERFORMABLE IN THE CITY OF LEWISVILLE, TEXAS, AND CUSTOMER WAIVES THE RIGHT TO BE SUED HEREON ELSEWHERE. All sums of money due and payable under this Agreement shall be paid to Cardinal at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057.**

**27. OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

**28. HEADINGS.** The headings of the various sections in this Agreement and in any Addendums or Attachments hereto are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

**29. BINDING EFFECT, NO ASSIGNMENT.** This Agreement (including Addendums and Attachments hereto) is binding upon and inures to the benefit of the successors and assigns of the parties hereto; provided, however, Customer shall not assign or otherwise transfer the Software Product or this License to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Cardinal's prior written consent. No authorized assignment shall relieve Customer of the obligations undertaken by Customer herein unless Cardinal expressly consents thereto in writing.

**30. ELECTRONIC SIGNATURES.** This Agreement and any Addendums or Attachments may be executed by facsimile or scanned and electronically transferred signatures.



## SUPPORT SERVICES ADDENDUM

This Support Services Addendum is an attachment to the Software License. The terms and conditions of this Addendum are hereby incorporated into the Software License Agreement by reference. Delivery of the support services described herein is expressly conditioned on Customer's acceptance of the terms and conditions of this Addendum.

The Support Services described herein shall apply to most Customers in most instances; however, receipt of a license for certain types of software offered by Cardinal may entitle the Customer to increased or enhanced support services. In the event that the Software Product licensed to Customer is one with respect to which such increased or enhanced support services are offered, the parties may execute an Attachment to this Addendum specifying such increased or enhanced support services, which shall be incorporated herein and which shall be controlling to the extent such Attachment provides for different or additional support services.

### 1. TOTAL SYSTEM SUPPORT PACKAGE

For so long as Customer shall maintain a current License for Cardinal's Software Product and fulfill its obligations under the Software License Agreement, including payment of the annual fee referenced in the annual license invoice, as well as any obligations specifically set forth in this Addendum, Customer shall be entitled to the support services comprising Cardinal's Total System Support Package, as described herein, which shall include a customer support toll-free phone service, email support services, ongoing consulting services, software documentation, hardware services (for hardware purchased from Cardinal Tracking) and software services. Although primary support service for third party hardware and software may be provided by the respective third-party vendors, Cardinal will provide problem determination through the Total System Support Package.

Cardinal will perform the support services in a professional and workmanlike manner consistent with applicable industry standards, using such resources as Cardinal deems necessary in accordance with the terms and conditions of this Addendum. Support services shall be performed solely in relation to the license or licenses granted by Cardinal to Customer under the Software License Agreement and/or in relation to any hardware purchased from or through Cardinal.

Customer shall be entitled to support services in accordance with the terms and conditions of this Addendum for one year from the earlier of (i) the delivery to Cardinal of signed copies of the Software License Agreement and this Addendum with payment of the original sales invoice or renewal invoice ; (ii) installation or use of any Software Product obtained pursuant to the Software License Agreement; or (iii) Customer's receipt and acceptance of any hardware device purchased from Cardinal and in respect of which Cardinal has agreed to provide support services hereunder. In any case, Customer must return a signed copy of the Software License Agreement and this Addendum to Cardinal as soon as reasonably practicable.

This Total System Support Package shall be renewable upon payment by Customer of the annual fee for the coming year, which must be received by Cardinal by the date specified in the renewal invoice that will be sent to Customer prior to the expiration of the preceding one-year term. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases. Customer expressly acknowledges that, should the Total System Support Package be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

## **2. CUSTOMER SERVICE**

The Cardinal Customer Support Group shall act as the account manager for Customer's software and/or hardware support needs. This service includes unlimited email and telephone software support for the term of this Agreement.

Customer Support Representatives will be available to assist Customers Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Time, via email or Cardinal's toll-free support line, excluding holidays observed by Cardinal. Cardinal will provide Customer with its planned holidays upon request. The above hours of operation are subject to change by Cardinal at any time upon thirty (30) days' written notice to Customer.

During the above-referenced hours of operation, Customer shall be entitled to initiate email or telephone consultations with Customer Support Representatives to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All Customer inquiries or requests should be focused through the Customer Support Representatives. The Customer Support Group will be responsible for all aspects of the account and will serve as Customer's in-house spokesperson at Cardinal.

All email or telephone contacts by Customer will be documented to assist Cardinal personnel in tracking any issue or problem reported by Customer, the status of which will be monitored until final resolution. The Cardinal Customer Support Group will maintain a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. Logs may include problem or modification reference numbers, date reported, description, priority, and/or scheduled release date, as applicable.

## **3. SOFTWARE SERVICES**

Cardinal shall make general release updates and upgrades available for download by Customers holding current after their release for distribution. Currently licensed Customers will be notified of the availability of updates and upgrades, along with descriptions of the modifications or functions included and any recommendations that Cardinal may choose to provide concerning training or related support services. It will be Customer's responsibility to obtain any training or data-related support services relating to any update or upgrade.

Cardinal may also incorporate development changes/enhancements to any licensed software in Customer's use and possession in order to reasonably provide support services to Customer, taking into account Customer's needs, any errors reported, and any other factors that Cardinal considers appropriate. Any such changes shall be provided to Customer at no additional charge. Customer agrees to install any changes in accordance with instructions provided by Cardinal. The Customer Support Representative will notify Customer of said engineering changes and provide the telephone support necessary to install the changes.

Cardinal will repair or replace any licensed software product deemed by Cardinal to be faulty or defective as a result of engineering or technical services provided by Cardinal. Any custom changes or modifications to software requested by Customer will be at an additional charge.

With respect to technical information provided by Customer to Cardinal as part of any support services, Cardinal may only use such information for product support and development, and Cardinal may not utilize such technical information in any form that identifies Customer.

This Addendum does not entitle Customer to any on-site installation, training, maintenance, or repair services, which shall be at the rates charged by Cardinal at the time of the performance of the on-site services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging, and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site training or support services.

#### 4. HARDWARE SERVICES

Support for any hardware purchased from Cardinal can also be accessed through Cardinal's Customer Support via phone or email.

Certain hardware manufacturers have authorized and licensed Cardinal to perform warranty and non-warranty repairs for their product. For these hardware products, Cardinal will:

- Provide all labor and materials deemed necessary by Cardinal to maintain the hardware in accordance with this Addendum.
- Unless otherwise agreed by the parties, work shall be performed at one of Cardinal's designated Service Centers.

Cardinal will provide a five (5) day in-house turnaround time upon receipt of Cardinal serviceable hardware at a Cardinal Service Center during normal business hours. Service Center hours of operations are Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding holidays observed by Cardinal. The Customer will pay shipping charges to the designated Service Center, and Cardinal will pay the return shipment. Return shipment will be in the same manner in which it was received. Customer shall notify the Customer Support Representative if expedited service is required. The cost for the expedited service shall be borne by Customer.

For hardware products repaired directly by the manufacturer or other authorized manufacturer facilities, Cardinal will:

- Initiate the repair process with the manufacturer on behalf of the Customer or provide manufacturer RMA contact information for the Customer to initiate the process.
- Provide information to the Customer on the repair facility location to send the product in for service.

Manufacturer service level agreements vary. Please consult your manufacturer's warranty documentation for details.

Cardinal reserves the right to incorporate software changes to the hardware that will result in improved product performance and/or reliability. The installation of such changes, whether through normal service cycles or on-site visits, will be at the sole determination of Cardinal. The Cardinal Customer Support Representative will notify the Customer of any on-site engineering changes planned and the respective installation schedule or plan. Any on-site services shall be provided at the rates charged by Cardinal at the time of the performance of such services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging, and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site support services.

#### 5. EXCLUSIONS

The Total System Support Package *excludes* support for the following items:

- a. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual.
- b. Repair of damages or increase in service time caused by the use of the equipment for other than purposes for which designed.
- c. Repair of damage caused by accident or disaster, which includes, but is not limited to, electrical surges, failure of electrical power, fire, flood, submersion in water, wind, lightning, transportation subsequent to delivery, or force majeure.
- d. Repair of damage or replacement of parts caused by sabotage, neglect, misuse, as a result of impact or drop, or other harsh treatment not consistent with the equipment's intended use.
- e. Inspection of altered Equipment, repair of damage, or increase in service time caused by alterations not authorized by Cardinal, which alterations include, but are not limited to, any deviation from Cardinal's physical, mechanical or electrical Equipment design.
- f. Service time and materials associated with the rearrangement or relocation of equipment.

- g. Repair or replacement of case parts, broken glass, or damage as a result of broken glass.
- h. Repair or replacement of external cables, batteries, carrying cases, or other consumables.  
Additional custom changes or modifications to software specifications, functionality, or features as requested by Customer.

## 6. ADDITIONAL TERMS AND CONDITIONS

- a. **CUSTOMER OBLIGATIONS.** Customer agrees to provide Cardinal with access to Customer's sites and facilities, as well as appropriate personnel, during Customer's normal business hours as reasonably required by Cardinal to perform the support services. Customer will also make available to Cardinal all information and materials requested by Cardinal for use in replicating, diagnosing, and/or correcting an error or other problem with the software or hardware reported by Customer. Customer acknowledges that Cardinal's ability to provide satisfactory support services is dependent on Customer providing the information necessary to replicate, diagnose, and/or correct the problem reported by Customer.
- b. **WORK PRODUCT.** Cardinal shall own all rights, title, and interest in methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the support services involving (i) implementation or installation of the Software Product into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Software Product, and (iii) optimization of the use of the Software Product in Customer's environment.
- c. **TERMINATION.** Cardinal's obligation to provide the support services described herein shall terminate upon the earlier of (i) Customer's failure to pay the annual fee described in the Fee Addendum; (ii) Customer's failure to reasonably cooperate with Cardinal in Cardinal's efforts to meet its support services obligations hereunder; (iii) the termination of Customer's Software License; or (iv) any other material breach by Customer of its obligations hereunder. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto.
- d. **EXCUSABLE DELAY.** Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control. Should such a delay occur, Cardinal will take reasonable measures to cure or alleviate the cause of such delay or failure, if possible to do so, with a view of resuming performance of its contractual obligations as soon as reasonably practicable.
- e.

## 7. WARRANTIES AND DISCLAIMERS. CARDINAL WARRANTS THAT ANY SUPPORT SERVICES PROVIDED BY CARDINAL SHALL BE SUBSTANTIALLY AS DESCRIBED IN THIS AGREEMENT AND ANY APPLICABLE ONLINE OR WRITTEN MATERIALS PROVIDED TO CUSTOMER BY CARDINAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS AGREEMENT.

- 8. **CUSTOMER REMEDIES.** In the case of non-conformance with this Agreement, Cardinal's entire liability, and Customer's exclusive remedy shall be, at Cardinal's option, either (a) return of any fee paid by Customer in whole or in part for support services; or (b) re-performance of the non-conforming support services.

- 9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS ADDENDUM OR ITS ATTACHMENTS, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 10. OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

## SIGNATURE PAGE

### SOFTWARE LICENSE AGREEMENT SUPPORT SERVICES ADDENDUM

The parties have indicated their acceptance of this Agreement by executing below:

CARDINAL TRACKING, INC.:

By:



(Authorized Signature)

Its:

Steve Leuschner, President, CEO

(Print Name and Title)

Organization: \_\_\_\_\_

Customer Name: HIDTA TASK FORCE

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete and return to:  
CARDINAL TRACKING, INC.,  
1825 Lakeway Dr., STE 100  
Lewisville, TX 75057  
Fax: (972)539-8914  
Email: [accounting@cardinaltracking.com](mailto:accounting@cardinaltracking.com)

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON September 06, 2022.**

**Agenda Item No. 86999**

**Executive Office: \_\_\_\_\_**

**VENDOR:**  
Cardinal Tracking, Inc.

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Steve Leuschner, President CEO

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
Amanda Austin, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
Include Insurance (COI), COOP INFO, Sole  
Source Declaration, County P.O.

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

# Quote



## CardinalTracking, Inc.

Cardinal Tracking, Inc.  
 1825 Lakeway Dr. Suite 100  
 Lewisville, TX 75057-6046  
 Phone: 800-285-3833  
 Fax: 972-539-8914

Order #	Date
78093	08/24/2022



Bill To:
HIDTA TASK FORCE P.O. BOX 5719 MC ALLEN, TX 78502
Customer: HIDTA TASK FORCE

Ship To:
HIDALGO COUNTY HIDTA TASK FORCE 3100 S. HWY 281 FOXTROT BLDG EDINBURG, TX 78539
Contact: HIDTA TASK FORCE

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled	Estimated Tax
JF	Net 30	Origin	UPS Ground	08/24/2022	\$ 0.00

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	BU03 - Badge (POLICE RMS) BASE System Annual Software License and Customer Support Renewal Package includes Arrest, Business, Expunge, Flywriter, Incident, Master Name, Master Vehicle, Merge, NIBRS/UCR Reports, Note Search, Personnel, Property, Racial Profil *** QUOTE FOR THREE YEAR CONTRACT PERIOD***	\$3,039.20	3 ea	\$ 9,117.60
2	Discount	Disc - 5% - 5% Discount Multi-Year Discount			-\$ 455.88
3	Sale	BU03A - Badge USER Licenses Annual Software License and Customer Support Renewal	\$0.00	15 ea	\$ 0.00
4	Sale	BU18 - Badge Enhanced Property Professional (Barcoding) Module includes ODBC Link & Tracer Plus Handheld Software Annual Software License and Customer Support Renewal	\$0.00	1 ea	\$ 0.00
5	Sale	BU17 - Badge Module Annual Software License and Customer Support Renewal	\$0.00	1 ea	\$ 0.00
6	Sale	BU17 - Badge Module Annual Software License and Customer Support Renewal	\$0.00	1 ea	\$ 0.00
7	Sale	BU17 - Badge Module Annual Software License and Customer Support Renewal	\$0.00	1 ea	\$ 0.00
8	Sale	BU53 - ANNUAL SUBSCRIPTION- 3 Years - SQL TRAK BACKUP	\$600.00	3 ea	\$ 1,800.00
9	Sale	COVERAGE DATES - RENEWAL DATES: THREE (3) Year Software License and Support 10/01/2022 - 09/30/2025	\$0.00	1 ea	\$ 0.00
10	Tax	Total AvaTax - Tax line value imported from AvaTax.	\$0.00	1 ea	\$ 0.00

# Quote



## CardinalTracking, Inc.

Cardinal Tracking, Inc.  
1825 Lakeway Dr. Suite 100  
Lewisville, TX 75057-6046  
Phone: 800-285-3833  
Fax: 972-539-8914

Order #	Date
78093	08/24/2022



<b>Subtotal:</b>	<b>\$10,461.72</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$10,461.72</b>

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*Quotes pricing is valid for 60 Days\*\*\*\*\*

PLEASE NOTE:"Hardware will be invoiced when shipped". \*\*Shipping\*\* charges are prepaid and billed at time of shipment."

"The remaining items will be invoiced at install or 60 days from the Order Issue Date, whichever comes first."