

## Software Evaluation License Agreement

This Software Evaluation License Agreement (this "**Agreement**"), effective as of April 20, 2020 (the "**Effective Date**"), is by and between CentralSquare Technologies, LLC a Delaware Limited Liability Corporation with offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 ("**CentralSquare**") and Williamson County Sheriff, TX with offices located at 301 SE inner loop ("**Customer**").

WHEREAS, CentralSquare desires to license to Customer, and Customer desires to obtain a license, the Software described in **Exhibit A** solely for Customer's evaluation purposes during the time period, and in the quantity set forth on **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the time period, and in the quantity set forth in **Exhibit A** ("**Evaluation Period**") to: (a) use the products described in **Exhibit A** in object code format (the "**Software**") solely for Customer's evaluation purposes for use by employees of Customer who Customer permits to access and use the Software and/or Documentation as set forth in **Exhibit A** ("**Authorized Users**"); and (b) use CentralSquare's user manuals, handbooks, and installation guides relating to the Software provided by CentralSquare to Customer either electronically or in hard copy form relating to the Software (the "**Documentation**") solely for Customer's evaluation purposes in connection with Customer's use of the Software. Customer will not use the Software for any purpose other than evaluating and testing such Software in connection with assessing whether Customer desires to enter into a commercial license agreement with CentralSquare for the Software. This Agreement does not provide a commercial license and Customer's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

2. Professional Services. CentralSquare may provide professional services related to the Software which may include installation, implementation, training, and other professional services deemed necessary by CentralSquare, in its sole discretion.

3. Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4. Reservation of Rights. CentralSquare reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

5. Delivery. CentralSquare shall deliver the Software to Customer electronically, on tangible media, or by other means, in CentralSquare's sole discretion. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier.

6. Customer Responsibilities. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

7. Support. CentralSquare may provide support to the Software described in Exhibit A. However, CentralSquare has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to Customer.

8. Evaluation Fee. The parties agree that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

9. Confidential Information. From time to time during the Evaluation Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Ownership; Feedback.

(a) Customer acknowledges that, as between Customer and CentralSquare, CentralSquare owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.

(b) If Customer or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), CentralSquare is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to CentralSquare on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CentralSquare is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CentralSquare is not required to use any Feedback.

11. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" FOR INTERNAL EVALUATION ONLY. THE SOFTWARE LICENSES GRANTED HEREIN ARE NOT INTENDED FOR OPERATIONAL USE. CENTRALSQUARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CENTRALSQUARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CENTRALSQUARE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification. Customer agrees to indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs resulting from any claim, suit, action, or proceeding based on Customer's or Customer's Authorized Users' (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event CentralSquare seeks indemnification or defense from Customer under this provision, CentralSquare shall promptly notify Customer in writing of the claim(s) brought against CentralSquare for which CentralSquare seeks indemnification or defense. CentralSquare reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of CentralSquare's choice. Customer may not enter into any third-party agreement, which would, in any manner whatsoever, affect CentralSquare's rights, constitute an admission of fault by CentralSquare or bind CentralSquare in any manner, without CentralSquare's prior written consent.

13. Limitations of Liability. IN NO EVENT WILL CENTRALSQUARE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION,

DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

14. Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 14, will continue in effect until the expiration of the Evaluation Period. CentralSquare may terminate this Agreement on written notice to Customer if Customer materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within ten (10) days after receiving written notice thereof. CentralSquare may terminate this Agreement without cause by providing at least 30 days written notice to Customer. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to CentralSquare that the Software and Documentation has been deleted or destroyed. This Section 14 and Sections 4, 6, 8, 9, 10, 11, 12, 13, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

(a) Entire Agreement. This Agreement, together with **Exhibit A**, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with United States federal law and the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

**Exclusive Dispute Resolution Mechanism.** The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

**Good Faith Negotiations.** The Parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at a mutually agreed to location. Each Party shall be responsible for its associated travel costs.

**Escalation to Mediation.** If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation.

**Mediation.** The parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

**Confidential Mediation.** The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration, or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**Arbitration as a Final Resort.** If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions regarding Arbitration.

**Arbitration.** In the event a dispute is escalated to arbitration such controversy or claim shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Seminole County, Florida, and shall be conducted in the English language. Notwithstanding anything above, such arbitration proceedings shall in no way impair or limit the right of either Party to seek injunctive relief without recourse to arbitration, or to otherwise pursue immediate relief needed to prevent the breach of this Agreement. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

(f) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will

relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(h) Existing Agreement. To the extent Customer has a separately executed agreement with Williamson County Sheriff, TX on a different subject matter, such agreement will continue unmodified under its own terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CentralSquare Technologies, LLC

By: David Gai

Name: David Gai

Title: Chief Customer Officer

Date: 4/24/2020

Williamson County Sheriff, TX

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## **EXHIBIT A**

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. **DESCRIPTION OF SOFTWARE:**

Evaluation Services
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2. **EVALUATION PERIOD:** April 20, 2020 expiring on December 1, 2020