LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is made and entered into as of _January 28_, 2020 (the "**Effective Date**") between Data Transfer Solutions, LLC, a Florida limited liability company ("**VUEWORKS**"), with place of business at 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828, and Williamson County, TX, a political subdivision of the State of TX ("**Customer**"). All capitalized terms used but not otherwise defined in this Agreement have the meanings attributed to them in Section 10 (Certain Definitions).

1. **Software.**

1.1 Software License. Subject to the terms of this Agreement and each applicable Order Form, and as long as no payments due hereunder are past due, VUEWORKS hereby grants to Customer a perpetual, nonexclusive, non-transferable, non-sublicensable, limited license to install and use the Software, for solely its internal business purposes or municipal purposes in connection with the storage and processing of Customer Data. .

1.2 Hosting. To the extent set forth on any Order Form, VUEWORKS shall host the Software for the benefit of Customer on servers owned, controlled, leased or licensed by VUEWORKS ("**Hosted Software**"). Customer is responsible for maintaining the security and confidentiality of all usernames and passwords used to access the Hosted Software. Customer is solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Hosted Software. For the avoidance of doubt, VUEWORKS may suspend Customer's access to the Hosted Software and the Customer Data if Customer is past due in making any payments due hereunder. Customer shall pay to VUEWORKS the fees set forth on each applicable Order Form with respect to Hosted Software and shall comply with such other terms and conditions set forth on each applicable Order Form. The Hosted Software shall be available from VUEWORKS only as set forth on each Order Form but, provided Customer has made all payments due pursuant to the applicable Order Form, upon expiration or termination of each Order Form, VUEWORKS will deliver to Customer a copy of the Software, in object code form, together with all related Customer Data.

1.3 Appropriate Use of the Software.

    a.   *Generally.* When using the Software, Customer shall comply with all applicable laws, rules, regulations, and/or ordinances. Except as expressly authorized by this Agreement, Customer shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or permit any third party to access or use the Software. In addition, Customer shall not directly or indirectly (i) decompile, disassemble, or reverse engineer the Software, (ii) use the Software or any Confidential Information to develop a competing service, (iii) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Software for the benefit of any third party, (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Software (including any screen displays, etc.), or (v) interfere with or disrupt the integrity of the Software or the data contained therein. If Customer becomes a direct competitor of VUEWORKS, Customer shall not access or use the Software, or monitor its availability, performance, or functionality.

Export Controls. VUEWORKS provides Software and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer shall not access or use the Software or otherwise transfer or export or re-export to countries that the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"), each of which may change from time to time. By

using the Software, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. The Software may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

1.4 Availability of Services.

a.   *Uptime Commitment.* If Customer has selected the Hosted Software, VUEWORKS offers a performance commitment that the key features of the Hosted Software will be available for access and use by Customer at least 99% of the time per calendar quarter, excluding any period of Permitted Unavailability (the "**Uptime Commitment**"). Absent unusual circumstances, VUEWORKS shall schedule Planned Outages during non-peak hours. The Uptime Commitment are subject to the terms of this Section.

b.   *Procedure.* When a period of unavailability is detected by Customer, Customer shall promptly contact VUEWORKS by email or phone and advise VUEWORKS' staff of the problem.

c.   *Limitations.* VUEWORKS is not responsible for periods of unavailability resulting from failure by Customer to make or approve reasonable modifications to the Software or the Hosted Software recommended by VUEWORKS to prevent periods of unavailability. In addition, VUEWORKS will not be responsible for periods of unavailability resulting from any of the following:
(i) Customer modifications to or uses of the Software or Hosted Software that are not authorized by VUEWORKS or permitted under this Agreement, (ii) Permitted Unavailability or (iii) Customer errors in integration.

d.   *Monitoring.* VUEWORKS does not guarantee that remote monitoring will detect all problems or interruptions at the time they occur.

1.5 Ownership. The Software is licensed, not sold. Except for the limited license granted in Section 1.1 (Software License) to access and use the Software, VUEWORKS and its licensors reserve all right, title, and interest, express or implied, in and to the Services and systems, VUEWORKS' web apps, and the data and information VUEWORKS provides (collectively, the "**Retained Rights**"). If Customer makes improvements or other modifications to the Retained Rights when using the Software, Customer hereby grants to VUEWORKS a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the right to assign and sublicense) to use, display, copy, distribute, modify, make derivative works of, sell, and import such modifications and improvements. Nothing in the preceding sentence is to be construed as granting VUEWORKS any rights to Customer's name, trade name, trade dress, logos, and the like.

1.6 Customer Data; Privacy Policy; Indemnity. Customer grants VUEWORKS the right to use, display, copy, distribute, and make derivative works of Customer Data for purposes of enabling VUEWORKS to offer and perform its services and fulfill its obligations. Customer represents and warrants that (a) it has obtained all rights, consents, and permissions necessary to input the Customer Data into the Software and to grant the foregoing rights to VUEWORKS, (b) Customer's use, copying, displaying, and distribution of the Customer Data complies with all federal, state, and/or local laws, rules, regulations and/or ordinances and the terms and policies (including terms of use and privacy and security policies) of all websites from which the Customer Data originated and all websites to which the Customer Data is copied, distributed, displayed, or published using the Software, and (c) the Customer Data shall not include any personally identifiable healthcare data or financial data of any individual and/or any other data violative of third party rights and/or any applicable law, and/or any data relating to any person under the age of thirteen (13) years. Customer acknowledges and agrees that user identifiable information provided by Customer's users to VUEWORKS in connection with use of the Software is and shall be collected and used as provided in the VUEWORKS Privacy Policy as then in effect. The current Privacy Policy is provided at [LINK] and is incorporated herein. Customer acknowledges that Customer has read the Privacy Policy and hereby agrees to its terms and consents to the use of Customers user identifiable information as provided therein. To the extent authorized under Texas law, Customer shall indemnify, defend, and hold harmless VUEWORKS and its affiliates and subsidiaries and their respective officers, directors, employees, members, representatives, and agents from and against any and all claims, losses, liability, damages, costs, and expenses (including

reasonable out-of-pocket expenses and attorneys' fees) arising out of or relating to (i) Customer's breach of the foregoing representations and warranties and/or (ii) Customers use of the Software. VUEWORKS may refuse to distribute or publish, and may remove, any Customer Data that VUEWORKS determines to be in violation of the foregoing representations and warranties. VUEWORKS may combine the Customer Data with other information it gathers, develops, or licenses from others in offering and performing its services and fulfilling its obligations, for purposes of improving the Software, and for purposes of establishing and/or developing customer usage benchmarks and studies.

1.7 <u>Suspension of Access to Hosted Software</u>. VUEWORKS may suspend Customer's access to the Hosted Software (in whole or in part) for any of the following reasons: (a) to prevent damages to, or degradation of, the Hosted Software or VUEWORKS' systems; (b) to comply with any law, court order, or other governmental request; (c) to otherwise protect VUEWORKS from potential legal liability; (d) if Customer violates the terms of this Agreement and fails to remedy such breach within the time frame set forth herein; or (e) in the event an invoice remains unpaid for more than thirty (30) days after the date on which payment is due under such invoice. VUEWORKS shall use reasonable efforts to provide Customer with notice before or promptly following any suspension of access to the Hosted Software. VUEWORKS shall restore access to the Hosted Software as soon as the event giving rise to suspension has been resolved to VUEWORKS' satisfaction. <u>Sections 1.5 and 1.6</u> are not to be construed as imposing any obligation or duty on VUEWORKS to monitor Customer's use of the Hosted Software or the Customer Data or other content uploaded by Customer and/or its customers.

1.7 <u>Certain Remedies</u>. Should the Software and/or any other VUEWORKS' software and/or service or use thereof become, or be likely to become in VUEWORKS' reasonable opinion, the subject of any claim that the same infringes, violates or constitutes a wrongful use of any intellectual property right, VUEWORKS may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing, but substantially functionally equivalent; or (iii) terminate this Agreement and refund to Customer a pro-rated portion of any fees paid hereunder. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF VUEWORKS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE, THE HOSTED SOFTWARE, AND/OR ANY OTHER VUEWORKS' SOFTWARE AND/OR SERVICE.

1.8 <u>Technical Support; Maintenance</u>. Provided Customer has made all required payments hereunder, VUEWORKS shall provide technical support for the Hosted Software in accordance with VUEWORKS' technical support policies ("**Technical Support**"). Provided Customer has purchased maintenance from VUEWORKS, in accordance with any applicable Order Form, and Customer has paid all amounts due under such Order Form, VUEWORKS will perform maintenance with respect to the Software (including the Hosted Software) in accordance with VUEWORKS' maintenance policies ("**Maintenance**").

2. **Feedback**. Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to VUEWORKS with respect to its offerings and services, including the Software. Feedback is voluntary and VUEWORKS is not required to hold it in confidence. VUEWORKS may use Feedback for any purpose without obligation of any kind. Customer hereby grants VUEWORKS an irrevocable, non-exclusive, perpetual, fully-paid up, royalty-free license to use, display, copy, distribute, modify, make derivative works of, sell, and import the Feedback in connection with VUEWORKS' business, including enhancement of the Software.

3. **Customer Data Maintenance.** To the extent that Customer selects the Hosted Software, Customer shall deliver to VUEWORKS Customer Data, including GIS Data, in a format specified by VUEWORKS. VUEWORKS shall present the GIS Data using symbols and line types determined by VUEWORKS. The maximum number of GIS Data Layers are set forth in each applicable Order Form. The total amount of Customer Data is limited to the Customer Data Amount set forth in each applicable Order Form. Customer may request that VUEWORKS provide services to update Customer Data including GIS Data so long as VUEWORKS continues to provide the Hosted Software. VUEWORKS shall invoice Customer for such requested services at its then current data maintenance rates (the "**Data Maintenance**").

4. Term and Renewal. The initial term of this Agreement commences on the Effective Date and shall continue until such time that there are no Order Forms in effect. The license term ("**License Term**") with respect to use of the Software is perpetual but VUEWORKS shall have no obligation to provide the Hosted Software beyond the term of each applicable Order Form.

5. Termination; Effect. Either party may terminate this Agreement (i) if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice from the non-breaching party describing with specificity such breach or (ii) immediately by either party upon any insolvency or suspension of the other party's operations or any petitions filed or proceeding made by or against such party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings or (iii) as otherwise expressly provided herein. The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement, including, but not limited to, the following Sections: 1.4 (Ownership), 1.5 (Customer Data; Indemnity), 1.7 (Certain Remedies), 2 (Feedback), 5 (Termination; Effect), 6 (Fees and Payment), 7 (Confidentiality), 8 (Disclaimer of Warranties), 9 (Limitation of Liability and Damages), 10 (Certain Definitions), and 11 (General Provisions). Upon any termination or expiration of this Agreement: (i) VUEWORKS shall cease providing access to the Hosted Software ; (ii) VUEWORKS will cease performing all services being provided under this Agreement; (iii) all fees payable under this Agreement will be immediately due and payable; (iv) promptly following the written request of the other party, each party will promptly return to the other party or destroy (in accordance with the other party's request) all property and equipment of the other party in its possession or control, including all copies thereof, and will certify in writing that it has complied with such request, and (v) provided Customer has paid all amounts due pursuant to this Agreement, VUEWORKS will deliver to Customer an object code version of the Software for installation by the Customer on the Customer's servers. Additionally, upon written request of Customer, received by VUEWORKS within thirty (30) days of the date of termination or expiration of this Agreement, as the case may be, and provided that Customer has paid all amounts due hereunder, VUEWORKS will make available to Customer for download the Customer Data. After such 30-day period, VUEWORKS shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

6. Fees and Payment. Customer shall pay VUEWORKS the fees for the Software and Hosted Software as stated in each applicable Order Form, along with the fees for Technical Support, Maintenance and, if applicable, Data Maintenance. License fees are billed upon execution of the License Agreement. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If Customer believes that an invoice is incorrect and Customer desires to obtain an adjustment of such invoice, Customer must provide VUEWORKS notice thereof including relevant details within fifteen (15) days of the invoice date. Customer is responsible for sales, use, and similar taxes associated with its receipt and use of Software, including the Hosted Software, Technical Support, Maintenance and Data Maintenance.

7. Confidentiality. As used herein, "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either VUEWORKS or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. Recipient will hold the Confidential Information of the Disclosing Party in confidence, using the same degree of care that it uses to protect its own information of similar

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importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents in the normal course of its business and only on a need-to-know basis; provided; each such employee must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of such Confidential Information. Notwithstanding the forgoing, a party will not be prohibited from disclosing the Confidential Information to the extent required by applicable law, statute, rule, regulation, or regulatory or administrative body. If disclosure is required by law, statute, rule, regulation, or regulatory or administrative body (including any subpoena or other similar form of process), the party to which the request for disclosure is made shall (to the extent permissible by law) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. The party required to make such disclosure will cooperate with the efforts of the other party in obtaining such relief. If such relief cannot be obtained, the party required to disclose the Confidential Information shall cooperate with the other party's efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed. Each party acknowledges that the other party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other party in violation of this clause. Accordingly, the injured party shall be entitled in such event to seek injunctive relief, without proving actual damage or posting a bond or other security, in addition to any other applicable remedies, including the recovery of damages. Such party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining such relief. The non-breaching party may immediately terminate this Agreement upon notice to the other party for any breach of that party's obligation set forth in this Section.

8. **Disclaimer of Warranties**. EXCEPT TO THE EXTENT PERMITTED BY LAW, THE SOFTWARE, HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. VUEWORKS AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF VUEWORKS SOFTWARE IS AT CUSTOMER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VUEWORKS OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF VUEWORKS' OBLIGATIONS UNDER THIS AGREEMENT. THE VUEWORKS SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT VUEWORKS AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (*e.g.,* HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. VUEWORKS WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY VUEWORKS OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The Software (including the Hosted Software) may include gateways, links, or other functionality that allows Customer to access third party services ("**Third Party Services**") and third party content and materials ("**Third Party Materials**"). VUEWORKS does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. VUEWORKS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME. ALL OF THE FOREGOING EXCLUSIONS AND DISCLAIMERS IN THIS SECTION ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE

PRICES CHARGED FOR THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT.

9. **Limitation of Liability and Damages.** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, EXCEPT IN THE CASE OF LIABILITY ARISING OUT OF A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR PURSUANT TO CUSTOMER'S INDEMNITY OBLIGATIONS, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE, OR ANY SERVICES RENDERED UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF VUEWORKS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE, AND ANY SERVICES RENDERED UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CUSTOMER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW.

10. **Certain Definitions.** As used in this Agreement, the terms below when capitalized have the following meanings:

"Confidential Information" means all nonpublic information and material that from all the relevant circumstances should reasonably be assumed to be proprietary or otherwise confidential. Confidential Information of VUEWORKS includes, but is not limited to, nonpublic information related to the details and components of the Software (including the Hosted Software) and the terms of this Agreement, including those related to pricing. "Confidential Information" does not include information that (a) is or becomes generally known to the public or made available on the Internet at any time by any means other than a breach of the obligations under this Agreement of a receiving party; (b) was received by the receiving party from a third party who had a lawful right without restriction to disclose such information; (c) is independently developed by the receiving party without any use of or reliance on any Confidential Information; or (d) the receiving party lawfully had knowledge of, or access to, prior to the time of disclosure by the disclosing party.

"Customer Data" means GIS Data, VUEWORKS' database files, Customer's data base files, and all other electronic content and data stored on VUEWORKS' computers for use by Customer with the Hosted Software. Amount of Customer Data to be stored shall be measured in bytes and be limited to the amount of disk space provided in each the applicable Order Form. Procedures by which Customer may store and access Customer Data via VUEWORKS' servers shall be limited to the use of the Hosted Software. Customer acknowledges that VUEWORKS shall have no obligation to return to Customer any Customer Data if Customer has not paid all amounts due hereunder or does not comply with the notice procedure with respect to the return of Customer Data set forth in Section 5.

"GIS Data" means spatial data as part of a geographic information system data.
"Order Form" means the order form set forth as the cover page to this Agreement or any other order form executed by the parties.

"Permitted Unavailability" means unavailability of the Hosted Software due to Planned Outages, a force majeure event (as provided in Section 11.8), any software, hardware, or telecommunication or digital transmission failures or interruptions, Internet slow-downs or failures, third party software, hardware, or service failures, or any actions or inactions of Customer or Customer's vendors or service providers, that prevents, limits, or degrades the availability or use of some or all of the Hosted Software.

"Planned Outages" means the period of time during which VUEWORKS conducts standard systems maintenance.

"**Software**" means the VUEWORKS' software listed on each applicable Order Form, which software may be Hosted Software. VUEWORKS may in its sole discretion update or make changes to the functionality of the Software from time to time.

11. **General Provisions**.

11.1 Notices. Any notice, request, instruction, or other communication required or permitted to be given under this Agreement shall be in writing (collectively, "Notices"), delivered to the addresses first set forth above, to the attention of Chief Operating Officer, with respect to VUEWORKS, and to the attention of_____, with respect to Company. Copies of all Notices to VUEWORKS shall also be delivered to David G. Mitchell, PA, Suite 500, 3780 Sand Lake Road, Orlando, Florida 32819 Attention: David G. Mitchell. All such Notices shall be effectively given: (i) upon personal delivery to the party to be notified; or (ii) upon receipt when delivered by a nationally recognized overnight courier, with written verification of receipt; or (iii) upon receipt as indicated by the date on the signed receipt when delivered by registered or certified mail, return receipt requested and postage prepaid; or (iv) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver. The parties may change their respective addresses for which Notices shall be received upon compliance with the terms of this Section.

11.2 Amendment; Waivers; Interpretations. No amendment, rescission, or termination of this Agreement or any of its terms is effective unless it is in writing and signed by the party against whom enforcement is sought. A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

11.3 Assignment. Customer may not assign this Agreement, in whole, or in part, without VUEWORKS' express prior written consent. Any attempt to assign this Agreement in violation of this Section 11.3 shall be void. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

11.4 Governing Law. The laws of the State of Florida govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state's conflicts of law principles. The parties hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located in Orange County, Florida for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement, which courts are the exclusive forum for any such suit, action, or other proceeding.

11.5 Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable, unless such modification is not permitted by law, in which case that provision is to be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

11.6 Entire Agreement. This Agreement, together with the Order Forms, exhibits (1) Vueworks Quote to Williamson County, dated October 21, 2019; and 2) HGAC Contract #HP10-17) and attachments hereto and thereto, constitutes the entire and final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations, term sheets, letters, memoranda, and other discussions and agreements, either oral or in writing, between the parties on the matters contained in this Agreement are expressly merged into and superseded by this

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Agreement. No provision of this Agreement may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement. To the extent authorized under Texas law, this Agreement shall prevail over any terms and conditions appearing on Customer's purchase orders or other ordering documents, regardless of when such purchase orders or other ordering documents are delivered to VUEWORKS to which notice of objection is hereby given.

11.7 Relationship of Parties. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

11.8 Force Majeure. Neither party shall be liable to the other for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including, but not limited to, acts of God, governmental orders or restrictions, strikes, terrorism, power failures, riots, fires, floods or other natural disasters.

11.9 No Third Party Beneficiaries. To the extent authorized under Texas law, except for VUEWORKS' suppliers and licensors, this Agreement shall not be construed to make any person or entity a third party beneficiary hereof.

11.10 Headings. The descriptive headings of the sections and subsections of this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and do not affect this Agreement's construction or interpretation.

11.11 Publicity. Neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including any promotional or marketing materials, lists, referral lists, or business presentations, without written consent from the other party for each such use or release. Such approval will not be unreasonably withheld.

11.12 Counterparts. If the parties sign this Agreement in counterparts, each counterpart constitutes an original, and all counterparts, collectively, constitute only one agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by fax or other electronic transmission is as effective as signing and delivering an original.

11.13 No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

11.14 Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

11.15 Right to Audit: VUEWORKS agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of VUEWORKS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. VUEWORKS agrees that licensee shall have access during normal working hours to all necessary VUEWORKS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give VUEWORKS reasonable advance notice of intended audits.

11.16 Proprietary Information and Texas Public Information Act: All material submitted to Customer shall become public property and subject to the Texas Public Information Act upon receipt. If a VUEWORKS does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Customer will, to the extent allowed by law, endeavor to
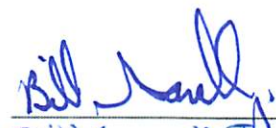
protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the VUEWORKS, Customer may choose to place such information on Customer's website and/or a similar public database without obtaining any type of prior consent from the VUEWORKS.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this Agreement as of the Effective Date.

DATA TRANSFER SOLUTIONS, LLC   **Williamson County, TX**

By: _____   By: _____

Name: A. M. "Trey" Fragala, III, AICP, PMP   Name: Bill Gravell Jr.

Title: Sr. Vice President   Title: County Judge

wvueworks

Vueworks, LLC
SOFTWARE ORDER FORM

Agreement Date: _____

Customer Information:

Organization		Technical	
Name:			
Contact:		Contact:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
Address:		Address:	

Billing		Delivery	
Contact:		Contact:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
Address:		Address:	

Products and Services Provided Hereunder and Applicable Charges:

Please Choose Applicable Products, Options and Services (see product literature for product features and specifications):

Modules:	Unit Cost	Quantity	Total
VUEWorks® Core *(First Single User License)*	$5,000		Not Included
Additional Single User Core License(s)	$500	50	Included
VUEWorks® Facilities *(First Single User License)*	$2,000		Not Included
Additional Single User Facilities License(s)	$500	50	Included
VUEWorks® Service Call *(First Single User License)*	$2,000		Not Included
Additional Single User Service Call License(s)	$500	50	Included
VUEWorks® Work Order *(First Single User License)*	$5,000		Not Included
Additional Single User Work Order License(s)	$500	50	Included
VUEWorks® Resource Manager *(First Single User License)*	$2,000		Not Included
Additional Single User Resource Manager License(s)	$500	50	Included
VUEWorks® Condition *(First Single User License)*	$5,000		Not Included
Additional Single User Condition License(s)	$500	50	Included
VUEWorks® Risk *(First Single User License)*	$5,000		Not Included
Additional Single User Risk License(s)	$500	50	Included
VUEWorks® Valuation *(First Single User License)*	$2,000		Not Included
Additional Single User Valuation License(s)	$500	0	Included
VUEWorks® Budget Forecasting *(First Single User License)*	$2,000		Not Included
Additional Single User Budget Forecasting License(s)	$500	50	Included
VUEWorks® Projects *(First Single User License)*	$2,000		Not Included
Additional Single User Projects License(s)	$500	50	Included
VUEWorks® Inventory *(First Single User License)*	$5,000		Not Included
Additional Single User Inventory License(s)	$500	50	Included
VUEWorks® MobileVUE *(First Single User License)*	$5,000		Not Included
Additional Single User MobileVUE License(s)	$500	50	Included
VUEWorks® FacilityVUE *(First Single User License)*	$5,000		Not Included
Additional Single User Budget Forecasting License(s)	$500	50	Included
VUEWorks® ASTM Pavement Pack *(Unlimited Users)*	$1,000		Not Included
VUEWorks® VUEPoint *(Unlimited Users)*	$10,000		Not Included
VUEWorks® Customer Request Portal *(Unlimited Users)*	$2,000	1	Included

Total Software License Cost	$	100,000.00
License Discount (Existing Software Credit)	$	(59,500.00)
License Total	$	40,500.00
Annual Technical Support and Maintenance (20% of Original License Cost)	$	20,000.00
Existing Annual Technical Support and Maintenance	$	(14,800.00)
Implementation through HGAC Contract #HP10-17**	$	56,300.00
Hosting***		n/a
TOTAL AGREEMENT AMOUNT		**$ 102,000.00**

**Implementation via HGAC Contract #HP10-17

***Hosting: Cloud-based hosting at Class A facility (Annual Cost)

SUPPORT DURING EACH ANNUAL TERM BASED UPON 20% OF THE THEN-CURRENT TOTAL LICENSE(S) FEE. INSTALLATION,

ACCEPTANCE of the terms of this Agreement are acknowledged by the signatures of the Authorized Representatives of the parties to the

AS TO: CUSTOMER	AS TO: VUEWorks, LLC
Signature — *Bill [signature]* 28/20 Date	Signature — *[signature]* 1/9/20 Date
Printed Name — BIll Gravell Jr.	Printed Name — TREY FRAGALA
Title — County Judge	Title — SVP