

SOFTWARE LICENSE

THIS SOFTWARE LICENSE ("License") is made as of the Effective Date by and between CI Technologies, Inc. ("CIT"), a Florida corporation with offices located at 65 Seaside Capers Road, St. Augustine, Florida 32084, and the individual or entity identified as Licensee on the signature page of this License.

WITNESSETH

WHEREAS, CIT owns, markets, distributes and licenses that certain internal affairs and professional standards unit software ("Software" as defined hereunder); and

WHEREAS, Licensee requires software for organizing and maintaining internal affairs and professional standards information; and

WHEREAS, Licensee has had an opportunity to review, approve, and inspect the Software and is familiar with the Software; and

WHEREAS, Licensee desires to license the Software, subject to the terms and conditions of this License.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, CIT and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Acceptance Date: The term "Acceptance Date" shall mean the date the Software is deemed accepted as provided under Section 2.05.
- (2) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (3) Additional Users: The term "Additional Users" shall mean the number of concurrent users specified as Additional Users in a User Notice signed by CIT and Licensee for which CIT has received the User Fee.

- (4) Associate: The term "Associate" shall mean an employee of CIT or an independent contractor hired by CIT.
- (5) Authorized Facility: The term "Authorized Facility" shall mean the office facilities of Licensee identified in Exhibit A, which is attached hereto and by this reference incorporated herein.
- (6) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.
- (7) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by CIT to Licensee seeking to cancel this License because of breach by Licensee.
- (8) Computer: The term "Computer" shall mean a single computer system (including operating systems software) as configured at the Authorized Facility as a private local area network which is compatible with the Software, owned (or leased) by Licensee, and identified in Exhibit A, attached hereto and by this reference incorporated herein.
- (9) Confidential Information: The term "Confidential Information" shall mean all information disclosed by CIT to Licensee in which CIT has a good faith belief it is proprietary or confidential at the time such information comes into the possession or knowledge of Licensee and which is not: (i) already known to Licensee; (ii) in the public domain; (iii) conveyed to Licensee by a third party; (iv) released by CIT without restriction; (v) independently developed by Licensee; and (vi) required by court order to be released by Licensee. For purposes of this definition, Confidential Information shall be deemed to include all information concerning this License, and the Product, excluding items that are subject to disclosure pursuant to law.
- (10) Defects: The term "Defect" shall mean programming or design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.

- (11) Defect Notice: The term "Defect Notice" shall mean that certain written or electronic notice from Licensee to CIT identifying Defects.
- (12) Delivery Date: The term "Delivery Date" shall mean the date the Software is delivered to Licensee.
- (13) Documentation: The term "Documentation" shall mean that certain user manual as made available to Licensee by CIT.
- (14) Effective Date: The term "Effective Date" shall mean the date this License is signed by CIT and Licensee, whichever is later.
- (15) License Fee: The term "License Fee" shall mean the amount of money specified as the License Fee in Exhibit A, which is attached hereto and by this reference incorporated herein.
- (16) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and continuing until this Agreement is terminated or canceled under Article IV of this License.
- (17) Licensee: The term "Licensee" shall mean the individual or entity identified as Licensee on the signature page of this License.
- (18) Maintenance Agreement: The term "Maintenance Agreement" shall mean that certain Software Maintenance Agreement between CIT and Licensee (as Customer thereunder).
- (19) Maximum Users: The term "Maximum Users" shall mean the sum of the number of Users specified as the Maximum Users in Exhibit A (which is attached hereto and by this reference incorporated herein) and the total number of Additional Users set forth in User Notices signed by CIT and Licensee and for which CIT has received the applicable User Fee.
- (20) Product: The term "Product" shall mean the Software and Documentation.
- (21) Remote Access: The term "Remote Access" shall mean remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.
- (22) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, and Section 1 of the Uniform Trade Secrets Act.
- (23) Software: The term "Software" shall mean the object code for that certain software identified on Exhibit A, including updates, upgrades, enhancements, and modifications to the Software as made available to Licensee by CIT.
- (24) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of Customer in the use of the Product.
- (25) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Product except for: (1) employees of Licensee authorized by Licensee to access the Product for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of Licensee in the use of the Product and (2) Authorized Persons.
- (26) User: The term "User" shall mean a concurrent user of the Software who is an employee of the Licensee and located at the Authorized Facility.
- (27) User Fee: The term "User Fee" shall mean the amount of money specified as the User Fee in the User Notice.
- (28) Warranty Period: The term Warranty Period shall mean that certain period of time beginning on the Acceptance Date and continuing for one year.

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: CIT hereby grants to Licensee a non-exclusive and non-transferable license for Maximum Users to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the

License Term, subject to the terms and provisions of this License.

Section 2.02 -- Additional Users: During the License Term, Licensee shall have the right to request a license for Additional Users by providing CIT with a User Notice.

Section 2.03 -- User Limit: The number of concurrent users shall not exceed the Maximum Users.

Section 2.04 -- Facility: Licensee shall select and prepare a safe and suitable location in the Authorized Facility as required to install the Software on the Computer, including (without limitation) coordinating all cabling, telecommunications and electrical outlet installation as required to install the Software on the Computer. The Authorized Facility shall be completed and ready for installation of the Software on the Computer by the Delivery Date. Except as otherwise agreed to by CIT in writing, Customer shall implement the Software on the Computer.

Section 2.05 -- Acceptance: CIT shall deliver the Software to Licensee on the Delivery Date. The Software shall be deemed accepted by Licensee thirty days after the Delivery Date unless Defect Notice is received by CIT by such thirtieth day. Upon receiving Defect Notice from Licensee, CIT shall review the asserted Defect to determine if the Defect is valid. If, in the reasonable professional judgment of CIT, the Defect is valid, CIT shall correct the Defect and resubmit the Software for acceptance by Licensee. If, in the reasonable professional judgment of CIT, the Defect is not valid, CIT shall submit to Licensee a written explanation of the reasons why such asserted Defect is not valid. Upon receipt of Defect Notice from Licensee by CIT as set forth above, the Software shall be deemed accepted by Licensee except as to the Defect specified in the Defect Notice.

Section 2.06 -- Risk of Loss: Licensee shall assume risk of loss to the Product as of the Delivery Date.

Section 2.07 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Product. Licensee shall prevent Unauthorized Access to the Product. Licensee shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion. Excepting access by CIT, Customer shall prevent Remote Access.

Section 2.08 -- Site Restriction: Licensee shall use the Software only on the Computer and only at the Authorized Facility.

Section 2.09 -- Inspection: Upon ten days advance written notice to Licensee, CIT shall have the right to enter and inspect the Authorized Facilities for compliance with this License. Licensee hereby authorizes CIT to access the personnel, computers, computer software, the Product, the Computer and data of Licensee for purposes of performing such inspection.

ARTICLE III: PAYMENT

Section 3.01 -- Fees: Licensee shall pay the License Fee to CIT on the Effective Date.

Section 3.02 -- User Fee: Licensee shall pay the User Fee to CIT upon submitting User Notice to CIT.

Section 3.03 -- Costs: All services in connection with the Product shall be provided by CIT at the published time and material rates of CIT. Licensee shall pay all direct costs incurred by CIT in providing any such services. Direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 3.04 -- Invoicing and Payment: CIT shall invoice Licensee for the License Fee, all services provided by CIT, and all direct costs incurred by CIT. Licensee shall pay any such invoice in full within thirty days of receipt.

Section 3.05 -- Taxes: Licensee shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

Section 3.06 -- Late Fee: Any amount which is not paid when due shall be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid.

ARTICLE IV: TERMINATION

Section 4.01 -- Termination Limitations: This License shall only be terminated or canceled as provided under this Article IV.

Section 4.02 -- Term: This License shall be valid for the License Term.

Section 4.03 -- Termination: Licensee may terminate this License for convenience upon providing thirty days written notice of termination to CIT.

Section 4.04 -- Cancellation for Cause: If Licensee violates its obligations under this License, CIT may cancel the License by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice, Licensee shall have ten days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, CIT shall have the right to cancel this License as of the eleventh day after the date of the Cancellation Notice.

Section 4.05 -- Nonpayment: Notwithstanding anything to the contrary hereunder, Customer failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 4.04.

Section 4.06 -- Return of Software upon Termination: Upon termination or cancellation of this License, Licensee shall return all original copies of the Product provided to Licensee by CIT pursuant to this License and shall destroy all backup copies of the Product. Licensee shall provide CIT with a certificate of compliance with this Section 4.06 signed by an authorized representative of Licensee.

ARTICLE V: WARRANTY

Section 5.01 -- Performance Warranty: CIT represents and warrants that the Software shall perform substantially as represented in the Documentation during the Warranty Period and for so long as Licensee receives maintenance services pursuant to a Maintenance Agreement between CIT and Licensee.

SECTION 5.02 -- DISCLAIMER: EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5.01, THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CIT FURTHER DISCLAIMS AND LICENSEE HEREBY WAIVES, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR.

Section 5.03 -- Express Warranties: Licensee hereby acknowledges that the party granting the warranty set forth in Section 5.01 is CIT only. Licensee hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any other express warranties concerning the Product.

Section 5.04 -- Indemnification: If final judgment is entered against Licensee for claims that the Software

violates trade secrets, proprietary information, trademark, copyright or patent rights of a third party, CIT shall perform one or more of the following actions (as determined by CIT) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

- (1) Replacement: Replace the Product with a non-infringing software product of equivalent functional and performance capability;
- (2) Modification: Modify the Product to avoid the infringement without eliminating the functional and performance capabilities of the Product;
- (3) Obtain Agreement: Obtain a license for use of the Product from the third party claiming infringement for use of the Product.

The remedies set forth herein shall be the sole and exclusive remedies of Licensee under this License for any and all claims of indemnification.

Section 5.05 -- Limitation of Damages: Excluding indemnity, neither parties shall be liable the other for any lost profits, consequential, exemplary, incidental, or punitive damages under this License (including, without limitation, in connection with use and performance or the Product) regardless of the form of the action, whether in contract or in tort, including negligence, regardless of whether the party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of the party for any reason and for any cause of action whatsoever, whether in contract or in tort, including negligence, in connection with this License and the Product shall be limited to the License Fee.

Section 5.06 -- Force Majeure: CIT shall not be liable for any failure to perform its obligations under this License because of circumstances beyond the control of CIT, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of CIT.

Section 5.07 -- Licensee Indemnification: Each party shall defend, indemnify and hold harmless the other and their officers, directors, employees and agents, from and against any expense, cost, loss, or liability resulting from any claims related to use of the

Product and any updates, enhancements, or modifications thereto, (including, without limitation, any claim for breach of warranty, libel, slander, and invasion of privacy) and any liability, demands, claims or actions arising from the acts (or any failure to act) of the other party hereunder. This Section 5.07 shall survive termination and cancellation of this License.

Section 5.08 -- Cooperation: Licensee shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and by granting CIT access to the personnel, facilities, computers, computer software and data of Licensee only for purpose of performing this License.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. Customer hereby acknowledges and agrees that Licensee shall not have or accrue any title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 6.02 -- Confidential Information: Licensee shall maintain Confidential Information in strict confidence. Licensee shall not disclose Confidential Information except to Authorized Persons, or as required by law. Licensee shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this License. Licensee shall not make Confidential Information available for public review. The Product shall be deemed Confidential Information of CIT.

CIT agrees that all information disclosed by the City during the term of this Agreement for the performance of CIT's services ("City Information"), shall be confidential and protected from disclosure to the maximum extent protected by law. CIT agrees as follows: (i) City Information shall not be disclosed to any persons other than employees, agents, officers to representatives of CIT who have a need to know; and (ii) City Information shall be held in the strictest of confidence and shall not be disclosed, disseminated or revealed to any other third party. CIT shall ensure that its employees, officers, agents or representatives who are involved with this Agreement will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. This provision shall survive the termination of this Agreement.

Section 6.03 -- Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information may derive independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; it is the subject of reasonable efforts by CIT under the circumstances to maintain its secrecy; and is a trade secret as defined under Chapter 688 of the Florida Statutes [§ 688.002(4)] and the Restatements.

Section 6.04 -- Reverse Engineering: Licensee shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

Section 6.05 -- Backup Copy: Licensee may create backup copies of the Software at the Authorized Facility for routine archival or backup purposes only.

Section 6.06 -- Copies: Except as provided in Section 6.05, Licensee shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

Section 6.07 -- Modifications: Licensee shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. Licensee shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 6.08 -- No Contest: Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

Section 6.09 -- Employee Pirating: Licensee shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT. Licensee shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of CIT.

Section 6.10 -- Continuation: The terms and provisions of this Article VI shall survive termination and cancellation of this License.

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: All assignments of rights under this License by Licensee without the prior written consent of CIT shall be void.

Section 7.02 -- Public Announcement: All public announcements of the relationship of CIT and Licensee under this License shall be subject to the prior written approval of CIT. CIT shall have the right to use the name of Licensee as a reference for marketing purposes in connection with the Product.

Section 7.03 -- Entire License: Excepting the Maintenance Agreement, this License contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product.

Section 7.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this License shall not be binding and shall be void unless such alterations, modifications, or amendments are in writing and signed by CIT and Licensee.

Section 7.05 -- Severability: If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This License is governed by the laws of the State of Florida

Section 7.09 -- Notice: All communications shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for CIT and to the address set forth on the signature page of this License for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CIT: Address:

CI Technologies, Inc. 65 Seaside Capers Road

Section 7.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.11 -- Waiver: Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this License shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such provision.

Section 7.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 7.13 -- Arbitration: Any controversy or claim arising out of or relating to this License, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the State of Florida. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by either party under this Section 7.13. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association and this License. Such qualified arbitrators shall be members of the Florida Bar and shall have at least five years of experience in computer law matters. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Each party shall have the right of appeal of any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the foregoing procedures. Such panel of appellate arbitrators shall

be selected using the same procedures as used to select the original arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of the arbitration. Florida Statute § 682 shall apply.

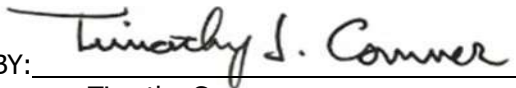
Section 7.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the date of this License to the best of their knowledge.

Section 7.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this License, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

IN WITNESS WHEREOF, this License has been executed as of the Effective Date.

CIT:

CI TECHNOLOGIES, INC.

BY: 
Timothy Conner
Vice President

Date: 7/21/2021

LICENSEE:

Williamson County Sheriff's Office

BY: 
Bill Gravell (Aug 9, 2021 16:38 CDT)

Print Name: Bill Gravell

Title: County Judge

Date: Aug 9, 2021

EXHIBIT A

to the Software License

PRODUCT SCHEDULE

This Product Schedule is executed and delivered pursuant to that certain License Agreement between CIT and Licensee which is incorporated herein by this reference. Except as set forth in this Schedule, all capitalized terms used in this Exhibit A shall have the meaning ascribed to them in the License.

- (1) Software: The term "Software" shall mean the object code for the following software product(s):

IAPro and BlueTeam software

- (2) Authorized Facility: The term "Authorized Facility" shall mean the following office facility of Licensee:

Williamson County Sheriff's Office

- (3) Computer: The term "Computer" shall mean the following computer system owned (or leased) by Licensee:

Computers owned by Williamson County Sheriff's Office

- (4) Maximum Users: The term "Maximum Users" shall mean the following maximum number of concurrent users:

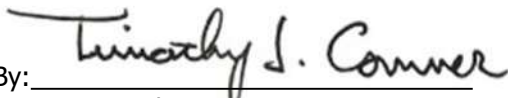
Unlimited use site license to include: installation on an unlimited number of workstations and an unlimited number of concurrent users

- (5) License Fee: The term "License Fee" shall mean the following amount of money:

**\$ 18,000 for IAPro licensing
\$ 15,000 for BlueTeam licensing**

CIT:

CI Technologies, Inc.

By: 

Timothy Conner,
Vice President

LICENSEE:

By: 
Bill Gravell (Aug 9, 2021 16:38 CDT)

Print Name: Bill Gravell

Title: County Judge

Date: 7/20/2021

Date: Aug 9, 2021