

# SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Integrated Computer Systems, Inc. ("ICS")  
7300 SH 121 SB  
Suite 470  
McKinney, Texas 75070

and

Pflugerville Police Department  
1611 Pfennig Lane  
Pflugerville, TX 78660

Licensee desires to license from ICS certain software owned by ICS, as set forth in the ICS Quotation executed by the Licensee in connection with this Agreement, and ICS desires to grant such a license to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. Licensed Software

1.1 ICS'S LICENSED SOFTWARE IS COPYRIGHTED BY ICS AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). ICS DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED SOFTWARE TO LICENSEE. THE LICENSE OF THE LICENSED SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ICS HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

1.2 In consideration of the payment of the license fees set forth in the ICS Quotation pertaining hereto, ICS grants Licensee a non-exclusive, non-transferable license to use the package of computer programs (in machine-readable form only), data, and related materials, including documentation and listings, identified in the ICS Quotation (the "Licensed Software"), subject to the terms of this Agreement (including the restrictions with respect to Data Conversion set forth in Section 7).

1.3 ICS will supply fully functional databases with sample records. These databases contain proprietary engineering, data structures and stored software procedures (improves performance by processing on the server). ICS supplied databases with imbedded stored procedures are additional Licensed Software. The Licensee owns the data stored inside the databases and can export the data to be used for any purpose.

## 2. Licensee Rights

2.1 Licensee may install and use the Licensed Software only in Licensee's own facility. Licensee shall give ICS written notice if the location of Licensee's facility changes.

2.2 Licensee may use and execute the Licensed Software only for purposes of serving the internal needs of Licensee's agency, except as specifically set forth in this Agreement.

2.3 Licensee may make one copy of the Licensed Software for non-productive backup purposes only, provided that ICS's proprietary notices are included.

2.4 Licensee may reproduce (photocopy) Licensed Software documentation according to Licensee's needs for the authorized use of the Licensed Software. To the extent consistent with the Texas Public Information Act, Licensee may not distribute any original or reproduced copy for use outside of the Licensee's place of business and must not reveal it or any other ICS documentation, or the Licensed Software itself, to competitors of ICS or to any other third party unless they have a need to know such information for the proper purposes of this Agreement.



2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Software through Licensee, the Shared Agency and ICS will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. ICS will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify ICS and cooperate as reasonably requested by ICS in the event of any non-compliance.

### **3. Fees and Payments**

Licensee agrees to pay for the ICS Licensed or Sublicensed Software. Upon execution of this Agreement, Licensee agrees to pay fifty percent (50%) of the license fee specified in this Agreement, unless otherwise specified in this Agreement. Within ten (10) days after the Software Installation Date, Licensee agrees to pay the balance of the fees specified herein.

### **4. Support**

ICS shall support the Licensed Software in the manner specified in the "ICS Software Assurance Addendum" between the parties (the "Assurance Addendum"). Licensee is required to maintain the Assurance Addendum in force as a condition to the license of the Licensed Software under this Agreement.

### **5. Licensee Responsibilities**

5.1 Licensee is responsible for selecting Agency Application Managers (one for each application area/department may be assigned) who are qualified to operate the Licensed Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Software. ICS reserves the right to refuse assistance or to charge additional fees if the ICS Application Manager seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Software.

5.2 Other components (hardware and/or software) may be required for the use of the Licensed Software. ICS assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Software will operate. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by ICS.

5.4 Except as expressly agreed in writing, ICS assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Software

### **6. Proprietary Protection and Restrictions**

6.1 ICS shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Software and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by ICS. The Licensed Software may also include software separately licensed to ICS from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with the Licensed Software. This Agreement does not provide Licensee with title or ownership of the Licensed Software or any component thereof, but only a limited license. ICS and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Software free and clear of all claims, liens, and encumbrances.

6.2 To the extent authorized by the Texas Public Information Act, Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Software in any manner other than inquiry unless expressly authorized by ICS. Except as specifically authorized by ICS, queries may be conducted solely for Licensee's internal business purposes, and Licensee may not query the Licensed Software, or permit any third party to query the Licensed Software, for a third party's business purposes.

6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by ICS. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Software.



6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Software in any manner that competes, directly or indirectly, with any product or service provided by ICS. This includes, without limitation, using the Licensed Software to develop any software, interfaces or other products that compete with ICS's products or services, or using interfaces or other products connecting to the database of the Licensed Software in connection with a third party's competing product.

6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by ICS. Licensee may not install the Licensed Software in any other computer system or use it at any other location without ICS's express authorization obtained in advance (which will not be unreasonably withheld).

6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by ICS ("Confidential Information"), including the Licensed Software, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give ICS's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

6.7 Licensee hereby authorizes ICS to enter Licensee's premises in order to inspect the Licensed Software in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.

6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, ICS will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, ICS shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Collin County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

## **7. Data Transfer and Conversion**

7.1 Unless otherwise specified in this Agreement, Licensee shall furnish all necessary data to ICS for transfer into the ICS system. All data will be provided to ICS in a Global Justice XML format or other mutually agreed upon data format. Licensee is responsible for insuring that all proprietary rights to the data provided to ICS are not in breach of any third party agreements between the Licensee and vendor/third party.

7.2 Data converted and transferred to the ICS system will be provided "as is". ICS makes no warranty for the fitness or use of the data within the ICS Licensed or Sublicensed Software.

7.3 No data transfer or conversion will be provided unless specifically stated herein.

7.4 If Licensee fails to supply the data as prescribed herein to ICS within 60 days of the ICS request for the data then ICS may cancel the data transfer/conversion agreement and refund the prorated amount of unused monies to the Licensee.

## **8. Limited Warranty, Limitation of Liability and Indemnification**

8.1 ICS warrants for Licensees benefit alone, that the Licensed Software conforms in all material respects to the specifications for the current version of the Licensed Software as described in ICS's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Twelve (12) months. This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Software.

8.2 ICS is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Software issued by ICS from time to time. Issuance of updates do not result in a renewal or extension of the warranty period, ICS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Software. ICS is not responsible for any problems or errors with the Licensed Software or Licensee's system resulting from use of data import utilities. Licensee expressly acknowledges that any use



of “write” or “update” features of import utilities may damage Licensee’s database or cause other problems with its’ system.

8.3 As Licensee’s exclusive remedy for any material defect in the Licensed Software for which ICS is responsible, ICS shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event ICS does not correct or cure such nonconformity or defect after ICS has had a reasonable opportunity to do so, Licensee’s exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Software. ICS shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Software if Licensee has made any changes whatsoever to the Licensed Software, if the Licensed Software has been misused or damaged in any respect, or if Licensee has not reported to ICS the existence and nature of such nonconformity or defect promptly upon discover thereof.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ICS AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

8.5 IN NO EVENT SHALL ICS AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF ICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8.6 If a court or other legal authority finds that any part of the Licensed Software infringes a third party’s intellectual property rights, or if ICS believes that it infringes, ICS will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Software so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in ICS’s judgment such options are not commercially reasonable, ICS may terminate the license for the Licensed Software or the infringing portion thereof upon written notice to Licensee. ICS will have no liability for infringement arising out of modification of the Licensed Software by any party other than ICS, use of an outdated version of the Licensed Software, or the combination or use of the Licensed Software with any other software, hardware, equipment, product or process not furnished by ICS, if use of the Licensed Software alone and in its’ current, unmodified form would not have been an infringement. ICS is not liable for any infringement claims based upon third party software or hardware.

## **9. Term of Agreement and Termination**

9.1 Licensee’s license of the Licensed Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with this Agreement. This Agreement shall automatically terminate upon termination of the Assurance Addendum for any reason, including Licensee’s failure to pay the required support fees.

9.2 Licensee may terminate this Agreement at any time upon written notice to ICS, subject to any outstanding obligations and financial commitments of Licensee listed in the related ICS Quotation (e.g., Licensee’s obligation to pay license fees is not rescinded by such termination).

9.3 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to ICS and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee’s possession or use of the Licensed Software, Licensee must return or destroy, as requested by ICS, all copies of the Licensed Software in Licensee’s possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Software (including all copies thereof). Licensee agrees to certify Licensee’s compliance with such restriction upon ICS’s request. The terms of Sections 6, 8.4, 8.5, 8.6, 9.3, and 10 shall survive termination or expiration of this Agreement.

## **10. Miscellaneous**

10.1 This Agreement, the ICS Quotation and the Assurance Addendum (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in



writing and is signed by an authorized representative of each party.

10.2 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Collin County, Texas state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.3 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.4 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.5 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.6 In the event export of the Licensed Software is expressly permitted by ICS, Licensee may only export the Licensed Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Software may not be exported into any country where such export is prohibited by law, regulation or governmental order.

ICS DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED SOFTWARE WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, ICS IS PREPARED TO FULLY DISCUSS THE LICENSED SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEES COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED SOFTWARE, LICENSEE FINDS THE LICENSED SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

## 11. Signatures

Accepted and Approved:

Licensee: \_\_\_\_\_ Integrated Computer Systems, Inc.

By (signature): \_\_\_\_\_ By (signature): \_\_\_\_\_

Printed name: \_\_\_\_\_ Printed name: \_\_\_\_\_

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

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

