

N. HARRIS COMPUTER CORPORATION AND BROWARD COUNTY SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT

This Software License, Maintenance, and Support Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and N. Harris Computer Corporation, a Canadian corporation registered to do business in the State of Florida ("Provider").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Business hours or business day.** 7 a.m. to 7 p.m. Eastern time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.3 **Contract Administrator.** The ERP Project Administrator or such person's successor as designated by County in writing.
- 1.4 **Designated Equipment.** The hardware products or configuration identified in Exhibit C for County's use of the Software.
- 1.5 **Documentation.** All manuals, user documentation, specifications, and other related materials pertaining to the Software that Provider customarily furnishes to licensees of the Software and purchasers of the services covered by this Agreement.
- 1.6 **License Fee.** The fee associated with granting County use of the Software as outlined in Exhibit B (Payment Schedule).
- 1.7 **Purchasing Director.** The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.8 **Software.** All proprietary or third-party software or other intellectual property rights, including the Documentation, provided or licensed to County or third party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this Agreement.
- 1.9 **Services.** The support and maintenance services required for County to achieve and maintain optimal performance of the Software, including as further described in Exhibit D.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule

Exhibit C	Designated Equipment
Exhibit D	Support and Maintenance Services
Exhibit E	Insurance Coverages
Exhibit F	Work Authorization
Exhibit G	Escrow Agreement

If there is a conflict or inconsistency between any provision contained in Articles 1 - 13 and any provision contained in any of the Exhibits, the provision of Articles 1 - 13 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & LICENSE

3.1 **Scope of Services.** Provider shall perform all work specified in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 **License.** Provider grants to County a royalty-free, non-exclusive license, with no geographical limitations, for the term of this Agreement, for an unlimited number of users, on a single production instance of the software, to the Software including to any embedded third party software within the Software, for use solely for County governmental and business purposes including on- and off-site access and use of the Software by authorized third party users, including those persons or entities with which County may contract to operate the Software, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers. The license fees due shall be in accordance with the annual receipt volume(s) as stated in Exhibit A.

3.2.1 **Authorized Users and Additional Licenses.** Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the Software for County governmental or business purpose. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit F hereto) to purchase additional licenses for the fee specified in Exhibit B.

3.2.2 The scope of the license rights granted to County under this Agreement includes the right for any hosting provider (including, without limitation, CedarCrestone, Inc. and its affiliates, County, or any other third-party hosting provider or implementer engaged by County to implement or provide hosting services) (collectively, "Hosting Provider") to host the applicable Software and maintain the Software on its equipment and within its data center for use by County.

3.2.3 Additional Uses. County may, if required by reason of an emergency, disaster or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes and into Random Access Memory for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance.

3.2.4 Prohibited Uses. Except as otherwise provided for in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3 Services. Provider shall provide County with Services for the Software as set forth in Exhibit D. For the first year following Final Acceptance, all Services for the Software are included at no additional cost. For subsequent years, Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.3.1 Updates, Upgrades and Releases. For the full term of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, and patches), upgrades, or new releases to the Software including all that Provider has made available to other licensees of all or part of the Software licensed pursuant hereto. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.3.2 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software with all major releases, updates, or upgrades of any third party software and equipment certified by Provider as of the Effective Date as compatible with the Software, as well as the equipment and software listed in Exhibit C (including new releases or next generation thereof). In the event Provider is not be able to support any third party software update, upgrade or new release for COTS software used by the County as of the Effective Date of this Agreement that changes major functionality and is not backwards compatible with the Software, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software in accordance with this Agreement due to any applicable third party software release, update or upgrade, County shall be entitled to terminate the Agreement in accordance with Section 12.1 and 12.6.

3.3.3 Software Enhancements or Modifications. If requested by County, Provider shall incorporate certain features and enhancements into the licensed Software, and the source code for those features and enhancements shall be provided to and be the property of County. Any such request shall be formalized into a Statement of Work that shall define in detail the

certain features and enhancements, the services to be performed, the financial terms, and the proposed project staffing and schedule. Any Statement of Work that has been mutually agreed upon by the parties shall be incorporated into a Work Authorization, to the extent permitted by section 3.5 below, or otherwise into a proposed amendment to this Agreement.

3.4 Other Equipment. County may install, use and operate the Software on the Designated Equipment identified in Exhibit C and on any other equipment that meets the minimum specifications for the Software. County may also install, use and operate the Software on separate servers and in any and all development, test, non-production, failover, disaster recovery, and backup configurations, at no additional fee, provided that County notifies Provider and obtains Provider's approval for any configuration materially different than as provided in Exhibit C, which approval shall not be unreasonably withheld.

3.5 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County, through its Purchasing Director or the Contract Administrator, may select the type, amount, and timing of such goods or services pursuant to a Work Authorization executed by the Provider and the Purchasing Director or Contract Administrator, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute any Work Authorization for which the total cost to County is less than \$30,000.00; the Purchasing Director may execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the date of Final Acceptance (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for three additional five (5) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3 **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 **Timetable.** If the Provider fails to achieve Final Acceptance of the Software in accordance with timetable in the applicable Work Authorization or applicable Statement of Work, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County under this Agreement, if any, shall be reimbursed to County by Provider within 15 days. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.5 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 For the Initial Term, County will pay Provider up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Software License Fees	Term of the Agreement (inclusive of any renewals)	\$235,000
Support and Maintenance	Support and Maintenance (Years 2-5)	\$206,000
Support and Maintenance during optional renewal terms	Support and Maintenance for first 5-year renewal term (Years 6-10)	\$288,000
	Support and Maintenance for second 5-year renewal term (Years 11-15)	\$326,000
	Support and Maintenance for third 5-year renewal term (Years 16-20)	\$369,000
Optional Services	Term of the Agreement (inclusive of any renewals)	\$155,000
TOTAL NOT TO EXCEED		\$1,579,000

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 METHOD OF BILLING AND PAYMENT

5.2.1. Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed.

5.2.2 County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3 Payment shall be made to Provider at:
N. Harris Computer Corp. Inc.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4

5.4 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.5 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option terms. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1 Software. Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after County provides written notification that the hosting environment for the Software is ready for delivery, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated and perform according to Exhibit A (Statement of Work).

6.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the Software, and thereafter shall promptly provide any updated Documentation as becomes available during the term of this Agreement. Provider represents

and warrants that the Documentation is of sufficient quality and completion to enable a competent user to operate the Software efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

6.3 Final Acceptance Testing. There shall be a testing period during which County, with the assistance of its Enterprise Technology Services ("ETS") and/or through the County's implementer or hosting provider, to the extent applicable under Broward County Administrative Code Section 22.148, shall determine whether the Software: (i) properly functions on the Designated Equipment and with any applicable operating software; (ii) provides the capabilities as stated in this Agreement and in the Documentation; and (iii) to the extent stated, meets any additional Acceptance Criteria as may be agreed in writing by the parties (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the criteria for "Final Acceptance"). In the event of a conflict between the Acceptance Criteria and the Documentation, the Acceptance Criteria shall prevail. The testing period for the Software shall be ten (10) days from delivery of the Software unless otherwise stated in the applicable Work Authorization or Statement of Work.

6.4 Escrow Agreement. For the duration of this Agreement, Provider agrees to place and maintain in escrow with an escrow agent copies of the most current version of the source code, inclusive of any customizations or enhancements, for the Software in accordance with Exhibit G. Provider agrees that upon the occurrence of any Event of Default, as defined in the beneficiary enrollment document attached hereto as Exhibit G ("Escrow Arrangement"), County shall be entitled to obtain the source code of the then-current Software from the escrow agent. By entering into this Escrow Arrangement, the County shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Exhibit G, which shall form part of this Agreement in accordance with the terms of Exhibit G.

ARTICLE 7. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

7.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider hereunder, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants and suppliers may use only in connection with the performance of Services under this Agreement. All rights, title and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the property of County. All Developed Works shall be expressly identified as such by both parties in the relevant Statement of Work or Work Authorization under this Agreement and neither Provider nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of Provider, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

7.2 Ownership. Except for Developed Works and Custom Work Products, if any, County acknowledges that all copies of the Software (in any form) and Documentation provided by or on behalf of Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software, Documentation or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software and Documentation consistent with maintenance of Provider's proprietary rights therein.

7.3 Custom Work Products. The agreement between County and CedarCrestone, Inc., including in the applicable Statements of Work, any subsequent Work Authorization(s), or any amendment thereto (collectively, the "Cedar Agreement") identifies, and this Agreement (including in the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) may identify, certain deliverables that constitute custom work products the Provider is required to develop and furnish ("Custom Work Products"). The parties agree that County shall own all rights, title, and interest in and to all such Custom Work Products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any Custom Work Product would not be considered a "work made for hire" under applicable law, Provider hereby exclusively and irrevocably sells, assigns, and transfers to County all of Provider's rights, title, and interest in and to such Custom Work Product and in and to any copyright or copyright application(s) related thereto. Provider agrees that neither it nor its agents shall use or disclose any Custom Work Product except for County's benefit as required in connection with Provider's performance under this Agreement, unless Provider has obtained County's prior written consent to such use or disclosure. Custom Work Product shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement where said modification(s) are expressly identified as a Custom Work Product for the County in the relevant Work Authorization or applicable Statement of Work. To the full extent applicable, Provider shall place the source code and object code for all custom work in escrow pursuant to section 6.5 herein upon Final Acceptance of the applicable customization or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first. Custom Work Product may not be re-sold or transferred by County to any non-County entity. All Custom Work Product is included within the scope of the license granted to County in Section 3.2.

ARTICLE 8. CONFIDENTIAL INFORMATION

8.1 As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

8.2 Provider Confidential Information. Provider represents that the Software, Documentation and Provider's know-how and business practices related to implementation of

the Software may contain trade secrets and other proprietary materials exempt from public records production under applicable law and therefore constitute confidential information of Provider ("Provider Confidential Information"). Any tangible materials that constitute Provider Confidential Information must be expressly identified and labeled as "Provider Confidential Information" by Provider prior to provision to County; Provider shall provide express written notice of designation as Provider Confidential Information prior to providing any Software or other intangibles that Provider claims as Provider Confidential Information. County shall not, without the prior written consent of Provider, sell, publish, display, license or otherwise make available to any other person or entity any Provider Confidential Information unless required under applicable law or otherwise directed to do so by a court of competent jurisdiction, in which case the County will use reasonable steps to notify Provider prior to any disclosure, unless prohibited from doing so by law.

8.3 County Confidential Information.

8.3.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Provider obtains from County in connection with the Services performed under this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information.

8.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, and banking and financial information and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

8.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

8.3.4 To the full extent demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed at the time of demand by Provider or its employees, agents, subconsultants or suppliers.

8.4 **Maintenance of Confidential Information.** Each party shall advise its employees, agents, subconsultants and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the parties agree to cooperate fully and

provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

8.5 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

8.6 Survival. The obligations under this Article 8 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 9. WARRANTIES

9.1 Ownership. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Software, that it has the right to grant to County the rights and the licenses granted under this Agreement, and that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

9.2 Limited Warranty. For the full term of this Agreement, Provider represents and warrants to County that the Software, including as to subsequent updates, upgrades, releases, or enhancements to the Software developed by Provider during the term of this Agreement, will perform substantially as described in the Documentation and in the applicable Statement of Work (Exhibit A) when used in accordance with the terms of this Agreement (including Exhibit C), the Documentation and the applicable Statement of Work. In addition, for the full term of this Agreement, Provider further represents and warrants to the County that any Custom Work Products provided by Provider shall conform to the applicable Statement of Work, including the Cedar Agreement and the Specifications, as defined therein, to the extent applicable to the Software and any Custom Work Products, when used in accordance with the applicable Statement of Work (including any required equipment and programs as stated therein) and applicable Specifications. This warranty does not cover any failure of the Software resulting from (a) use of the Software in other than the manner for which it was intended; (b) any modification of the Software by County that is not authorized by Provider; (c) County providing improperly formatted data to be processed through the Software; (d) modification or enhancement of the Software that has not been carried out by Provider, its authorized agent, or any other party permitted to do so under this Agreement, or County taking any action which is expressly prohibited by the Documentation or this Agreement; (e) any use or combination of the Software with any software, equipment or services that is not supplied by or on behalf of Provider, that does not meet the minimum specifications for use in connection with the Software, or that is not otherwise permitted under this Agreement; (f) user error, or other use of the Software in a manner or in an operating environment other than as permitted in the relevant Statement of Work or in this Agreement; (g) County's failure to install a new Update which has been released to remedy an error or bug, and which Provider has stated to County is a required Update necessary for security purposes or for legislative compliance purposes or

other reasons as Provider may determine is important in its sole discretion; or (h) natural disasters, power surges, or lightning strikes.

9.3 Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the Software is free from currently-known viruses or malicious software (at the time the Software and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Software from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

9.4 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the Software infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents and warrants that its Software and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party. Any breach of this Section 9.4 shall be covered by the indemnification obligation under Section 10.1.2.

9.5 Remedy. In the event of written notice from County of a breach of any representation or warranty stated in this Article 9, Provider will, at no charge to County, promptly correct the breach by either (a) repairing or replacing the Software or (b) providing to County other measures that correct a breach under Sections 9.1, 9.3 and 9.4. In addition, upon notice from County of any error or defect in the Software, Provider will immediately provide to County any known methods of operating the Software in a manner that eliminates the practical adverse effects of the error or defect. If Provider is unable to correct a material breach of this Article (other than Section 9.4) within a reasonable period of time not to exceed sixty (60) calendar days, County shall be entitled to cancel the Agreement with no further obligation to pay iNovah for any amounts due after the notice of termination under this Section. In the event of any Software replacement, the Software as replaced will be warranted as provided above. The remedies in this Section 9.5 are in addition to any other rights and remedies County may have under this Agreement or applicable law.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification

10.1.1 General Indemnification.

Subject to the limitations set forth in Section 10.2, Provider shall indemnify, defend and save harmless the County, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all third-party

losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the County may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach, violation or non-performance by Provider of any obligation contained in this Agreement to be observed or performed by the Provider, or any wrongful act or willful misconduct of the Provider or its agents or employees which relates to this Agreement, howsoever arising. This indemnity is only effective where (i) County has provided prompt notice of the claim, action or demand to Provider, (ii) County has not made any admissions of liability or settlement offers either prior to or after providing notice to Provider of the applicable claim except with Provider's prior written consent, except to the extent required by applicable law, (iii) Provider has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) County provides reasonable assistance to Provider, at Provider's expense, throughout the action or proceeding, and (v) County has not modified the Software in any manner whatsoever except where permitted under this Agreement, under the Cedar Agreement, or with the prior written consent of Provider. Any breach by County of its covenants under this Section 10.1.1 shall nullify this indemnity. County may, at County's sole cost and expense – which is outside the scope of this indemnity – retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Provider will not settle or compromise any applicable claim or consent to the entry of any judgment that (i) adversely affects any of the rights of the County, (ii) imposes any obligations on the County, (iii) imposes any costs on the County that are not indemnified by Provider, or (iv) would admit fault by the County.

Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement.

10.1.2 Intellectual Property Indemnification. In the event there is a third party claim against County alleging that County's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret or other intellectual property, Provider shall, at its expense, defend and indemnify County and pay any final judgment (including all damages awarded against County) against County or settlement agreed to by Provider on County's behalf. This indemnity is only effective where (i) County has provided prompt notice of the claim, action or demand, (ii) County has not made any admissions of liability or settlement offers either prior to or after providing notice to Provider of the applicable claim except with Provider's prior written consent, unless otherwise required by law, (iii) Provider has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) County provides reasonable assistance to Provider, at Provider's expense, throughout the action or proceeding; and (v) County has not modified the Software in any manner whatsoever except where permitted under this

Agreement, the Cedar Agreement, or with the prior written consent of Provider. Any breach by County of its covenants under this Section 10.1.2 shall nullify this indemnity.

The foregoing states Provider's entire liability, and the County's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.

County may, at County's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Provider will not settle or compromise any applicable claim or consent to the entry of any judgment that (i) adversely affects any of the rights of the County, (ii) imposes any obligations on the County, (iii) imposes any costs on the County that are not indemnified by Provider, or (iv) would admit fault by the County.

10.2 Limitation of Liability. Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect. The County and Provider recognize that circumstances may arise entitling the County to damages for breach or other fault on the part of Provider arising from this Agreement. The parties agree that in all such circumstances the County's remedies and Provider's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i) Except for damages arising out of (a) either Party's breach of its confidentiality obligations, (b) either Party's intentional misrepresentation, gross negligence or willful misconduct, (c) injury or death to persons, (d) damage to tangible or real property, or (e) Provider's indemnification obligations set forth in Section 10.1.2, both Parties agree that the aggregate liability of Provider to County for all claims, suits, actions and proceedings howsoever arising, directly or indirectly, under or relating to this Agreement or its subject matter, including those based on breach or rescission of contract, tort, breach of trust, or breach of fiduciary duty shall not exceed, in the aggregate, the maximum amount stated as total compensation in Section 5.1 for Software License Fees plus (i) only to the extent actually paid, compensation related to the Optional License Modules, and (ii) the maximum amount of support and maintenance fees actually paid under this Agreement during any consecutive twelve month period.

(ii) In addition to the foregoing, neither Party shall be liable to the other for any claims for consequential damages, incidental damages, indirect damages, special damages, aggravated damages, loss of revenue, loss of profits, failure to realize expected savings, loss of data, loss of business opportunity either under or relating to this Agreement or its subject matter, whether based on breach of rescission of contract, tort, breach of trust, or breach of fiduciary duty even

if such other party has been advised of the likelihood of the occurrence of such damages and notwithstanding any failure of essential purpose of any limited remedy.

The Parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

10.3 Infringement Remedy. If any Software or portion of the Software is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the Software; or (ii) modify or replace the Software to make it non-infringing. Provider shall have no liability regarding any infringement claim caused by any County modification of the Software not specifically authorized in writing by Provider.

ARTICLE 11. INSURANCE

11.1 Provider shall maintain at its sole expense, on a primary basis, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit E in accordance with the terms and conditions stated in this Article.

11.2 Such policies shall be issued by companies authorized and licensed to transact business in Provider's home state and rated at least "A-" by A.M. Best Co., unless otherwise approved in writing by County. If any deductible amounts are permitted in Exhibit E, Provider shall be responsible for the payment of all such deductible amounts.

11.3 Provider agrees to list County as an additional insured under Provider's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on these policies shall be "Broward County."

11.4 Coverage shall be provided on forms no more restrictive than the latest edition of the applicable forms filed by the Insurance Services Office.

11.5 Provider shall notify County in writing within thirty (30) days after Provider learns of any claim against Provider's professional liability insurance policy in which total damages plus defense costs incurred to date exceed \$250,000.

11.6 Within fifteen (15) days of execution of this Agreement, Provider shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements or Declarations pages. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Provider.

11.7 County shall be notified of any restriction or cancellation of coverage within thirty (30) days by Provider. Provider shall respond to County's request related to any specific issue about Provider's policy, and Provider shall provide a certified copy of a specific part of the policy requested by County that is related to Provider where Provider is not restricted in providing such copy, which copy shall be redacted by Provider.

11.8 If Provider subcontracts any work under this Agreement, Provider shall ensure that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

ARTICLE 12. TERMINATION

12.1 This Agreement may be terminated for cause based on any breach that is not cured within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

12.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

12.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

12.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

12.6 In the event this Agreement is terminated, Provider shall be paid for any services properly performed by Provider and accepted by County through the termination date, including any non-refundable expenses incurred in accordance with this Agreement prior to the notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 13. MISCELLANEOUS

13.1 Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement, with the exception of any reports, photographs, surveys, data or document under Sections 7.2 and 8.2 as being owned by Provider, shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, with the exception of any reports, photographs, surveys data or documents under Sections 7.2 and 8.2, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

13.2 Audit Right And Retention Of Records. Provider shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this Section 13.2.

13.2.1 County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Provider and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

13.2.2 To the extent Provider is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this Section 13.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

13.3 Truth-In-Negotiation Representation. If Provider's compensation under this Agreement is based on wage rates or other unit costs supplied to County by Provider, Provider represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

13.4 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

13.5 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

13.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Enterprise Resource Planning
Attn: Contract Administrator
115 S. Andrews Ave., Suite 406
Ft. Lauderdale, Florida 33301
Email address: jbruno@broward.org with copy to mgrimm@broward.org

NOTICE TO PROVIDER:

N. Harris Computer Corp. Inc.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO with copy to Jeff Sumner via email address:
jsumner@systeminnovators.com

13.8 Assignment And Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement. Provider represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such services.

13.9 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including

giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

13.10 Waiver Of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

13.11 Compliance With Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

13.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

13.14 Headings And Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

13.15 Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

13.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade,

update, release, patch, or other modification of the Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

13.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.18 HIPAA Compliance. It is understood by the parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Provider shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form attached hereto as Exhibit F. Where required, Provider shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

13.19 Payable Interest

13.19.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.19.2 Rate of Interest. If, for whatever reason, Section 13.19.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

13.20 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

13.21 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

13.22 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

13.23 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

13.24 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

13.25 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.26 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and

shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance materially affects the Services provided by Provider under this Agreement and such non-performance exceeds sixty (60) days, County shall have the right to immediately terminate this Agreement upon written notice to the Provider. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

13.27 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

13.28 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2014, and PROVIDER, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ 5/5/14

Name: _____

Risk Management Division
Title: _____

Jacqueline A. Binns

Risk Insurance and

Contracts Manager

By: _____ 8/1/14
René D. Harrod (Date)
Assistant County Attorney

By: _____ 5/5/14
Andrew J. Meyers (Date)
Chief Appellate Counsel

RDH
04/29/2014
2014-04-29 iNovah License Maintenance Agreement

PROVIDER

WITNESSES:

Christine A. Heckle
Signature

Christine A. Heckle
Print Name of Witness above

[Signature]
Signature

Mike LoMurro
Print Name of Witness above

N. HARRIS COMPUTER CORPORATION

By: [Signature]
Authorized Signor

JEFFREY SUMNER, EXECUTIVE VICE PRESIDENT
Print Name and Title

____ day of _____, 20____

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)



Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Project Request and Scope of Work

iNovah is a browser-based software package that manages the payment collection and processing activities from all the client's collection sources to all of the client's accounting and information systems. It combines the latest Web-based technologies available to meet the payment collection needs of governments and utilities today, tomorrow and for years to come.

- iNovah stores all payment transactions in a single consolidated database that provides extensive research, revenue and statistical reporting capabilities with unlimited data retention;
- iNovah comes with a full complement of tools to collect, manage and audit revenue data, including Cashiering, Payment Balancing, Payment Administration, Query, Reporting, Import, Export and Configuration Modules. The combined capabilities of these tools truly empower you to get the maximum value from your revenue data;
- iNovah connects all your collection sources (e.g., remittance processor, over-the-counter, self-service stations, Internet, phone, etc.) with all your posting systems (e.g., customer information systems, receivable systems, general ledgers and treasury systems) through reusable Web Services-based interfaces;
- iNovah interfaces with most existing computer infrastructures using industry-standard hardware and software. As such, it is not necessary to replace current point of sales or utility billing software systems to enjoy the full power and flexibility of this solution;

iNovah cashiering module will allow you to continue to process payments over-the-counter until network communications are restored and then all off-line payments are automatically sent without requiring cashier intervention or interrupting their current activities.

In addition, the Cashiering Module of iNovah supports a variety of payment collection functions such as:

- Entering any type of payment including:
 - Payments allocated to multiple charges
 - Payments for multiple bills
 - Payments without a bill
 - Partial payments
 - Payments made with multiple types of tender
 - Refunds and credit vouchers
- Applying any accepted form of tender (such as cash, checks and credit cards)
- Suspending and resuming payments
- Voiding payments
- Correcting Payments

2. Technical Approach

Provider will provide the following Software under this Agreement:

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
iNovah (current version as of the commencement of acceptance testing for the applicable Roll-Out under the Cedar Agreement)	Term license for duration of Agreement; unlimited users; single instance; up to 1,000,000 receipts annually (above that annual receipt volume, additional licenses fees will be required)	Cashiering solution

3. Managerial Approach

Provider's Services and Software will be facilitated by County's Hosting Provider, and Provider shall cooperate and interface with the Hosting Provider in providing the Services required under this Agreement in order to provide a seamless integration for County.

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

4. Optional Services, Additional Software/Licenses:

a. Transition & Disentanglement Services

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

b. Additional Services

County may elect to obtain from Provider any professional services (including, without limitation, customizations, interfaces, or other consulting services) or expanded support and maintenance services such as 24x7 on an as-needed basis through execution of a Work Authorization and accompanying Statement of Work.

c. Additional Products

County may elect to obtain from Provider any additional products or offerings of Provider, including, without limitation, Provider's products pertaining to CAFR, Accounts Receivable, iCart (web payments), through execution of a Work Authorization and accompanying Statement of Work.

In addition, County may acquire any necessary cashiering-related equipment from Provider as may be deemed appropriate by County, including the Application Hardware and Hardware Support listed below. The quantities stated below are provided for convenience only; the County may acquire any quantity as the County may elect, at the prices stated, which shall remain fixed for the Initial Term of this Agreement.

In the event County elects to acquire any of the Application Hardware and Hardware Support, the Parties shall execute an appropriate Work Authorization and accompanying Statement of Work which shall specifically state the hardware warranties and terms of hardware support.

APPLICATION HARDWARE AND HARDWARE SUPPORT

QTY	Component Description	Component Total
iNovah™ PERIPHERAL HARDWARE		
Ea.	Cognitive/TPG A776 USB/Serial Receipt/Slip/ Printer ⁽¹⁰⁾	\$510
Ea.	Canon CR-50 Imager with OCR and MICR ⁽¹¹⁾	\$577
Ea.	APG Cash Drawer with till and locking cover ⁽¹²⁾	\$250
Ea.	ID Tech Mag Stripe Reader – USB	\$55
n/a	Freight F.O.B. Destination (estimate)	\$160

QTY	Component Description	Component Total
iNovah™ HARDWARE SUPPORT		
Per Unit	Cognitive/TPG A776 Printer 3-Year Support ⁽¹³⁾	\$287
Per Unit	Canon CR-50 Imager CAREPak 3-Year Support ⁽¹⁴⁾	\$355
iNovah™ Hardware Support:		\$TBD

5. Final Acceptance Test Plan:

The following Acceptance Test Plan includes the Acceptance Criteria, which may be modified or supplemented as agreed to by the Parties in writing.

No.	Acceptance Criteria	Results Pass / Fail	Test Date / By
1.	Confirm full and accurate download of the Software		
2.	Confirm ability to navigate to browse to the Software		
3.	Confirm ability to log-in to the home screen using a test user ID		

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Software License Fees

Software Description	License Term	Invoicing	Fees
iNovah License Fee	One time fee for the duration of the Agreement (inclusive of any renewals)	At Final Acceptance of initial installation of iNovah within hosted environment	\$235,000.00

Software License Fees shall commence only upon the date of Final Acceptance.

Services Fees

Specific Support and Maintenance Services	Unit or Term	Invoicing	Fees
Support and Maintenance Services per Exhibit D	Prior to Final Acceptance, and Year 1 after Final Acceptance	N/A	No Cost
Support and Maintenance Services per Exhibit D	Years 2 through 5 after Final Acceptance	Semi-annually in advance	\$49,600.00/annually (i.e., \$24,800 semi-annually)

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated.

The parties agree the Support and Maintenance Services fees may increase after the Initial Term by no more than 2.5% on an annual basis.

Optional Services or Additional Software/Licenses

Description	Unit/Term	Invoicing	Fee
Consulting or Professional Services (including Transition & Disentanglement Services)	Hourly	Monthly in arrears	\$225/hour (inclusive of any travel expenses)
Training (provided remotely)	Hourly	Monthly in arrears	\$180/hour

Exhibit C – Designated Equipment

The following specifications may be modified by written agreement of the parties. Provider shall notify County of any available or recommended changes to the specifications stated herein.

Required Programs (provided by County)

- Windows 7 (Workstations)
- Windows Server 2008 (Web Server)
- Microsoft SQL Server 2008 (Database Server)
- Necessary Anti-Virus protection
- Microsoft .NET Framework (Workstations & Servers)

Minimum equipment specifications:

Workstations must be capable of running Windows 7 operating system

Certified cashiering peripheral equipment:

	Make/Model	Comments
*Printers	TPG A776	Receipt/Slip Printer – USB
	TPG A799	Receipt Printer ONLY
	Epson TM-H6000III	Receipt/Slip Printer – USB
*OCR Readers	ScanCorp 5000 Series	OCR Reader (w/ optional built-in Mag-Stripe Reader)
*Barcode Readers	IT 3800G	
	Honeywell 1300G	
*MICR Readers	TPG A776 Built In	
*Mag-Stripe Readers	ID-Tech MiniMag	
*Cash Drawer	APG Cash Drawers	
*Pin Pads	Ingenico 6550	Hardware Revision 71 and above only
	VeriFone Mx870	
	VeriFone Mx850	
	VeriFone Mx915	
*Imagers	Canon CR-25	MICR Reader/OCR Reader
	Canon CR-55	
	Canon CR-50	
	Canon CR-80	

Exhibit D - Support and Maintenance Services

Provider shall provide County with Services so as to ensure and maintain optimal performance of the Software consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the Software (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing updates, upgrades and releases as they are made available to Provider's other clients;
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Software;
- Use of ongoing best efforts to maintain the optimal functioning of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertaining to the Software and the Documentation.

Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the priority, response and resolution levels stated herein. Response times will vary and are dependent on the priority of the call. Provider will use best efforts to ensure that Provider responds to incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1:	1 - 4 hours
Priority 2:	1 - 2 business days
Priority 3:	1 - 5 business days

Response as used herein is defined as responding specifically to the Event through a direct phone call or other specific communication regarding the Event.

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application)
- Inability to process payments
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- System errors that have workarounds
- Usability issues
- Performance issues not impacting critical processes
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can.

Hours of Service. Normal business hours are 8:00am EST – 8:00pm EST, Monday – Friday, excluding holidays listed below.

Records and Reports. Provider will maintain records of its Services, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Provider;

- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Provider fails to meet the Required Response Times, County may offset against any sums due Provider \$220 for each hour that Provider's average response time in the preceding month exceeds the Required Response Times, which the parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

Call Process

The following call process will apply regardless of whether the call is initiated by County or on behalf of County by its implementer or hosting provider. The Provider will respond to each call directly with the person/entity initiating the call.

- All issues or questions reported to support are tracked via a support call. Our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: Email, phone and fax.
- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
Level 2: Contact the support supervisor or group lead
Level 3: Contact the Director of Support
Level 4: Contact the Executive Vice President of System Innovators

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. An asterisk * next to the holiday indicates that the System Innovators office is closed, however, technical support will be available.

New Year's Day	Closed
President's Day (Observed)	Closed
Memorial Day (Observed)	Closed
4 th of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day	Closed
Day after Christmas *	Closed

Billable Support Services

The services listed below are services that are out of scope of Services provided under this Agreement and are therefore considered billable services, which would be charged in accordance with the rates stated in Exhibit B.

- Extended telephone training (greater than 15 minutes per call)
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters, Permits, etc.)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (POP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data

- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- iNovah Public API consulting
- On-site installation or upgrade of hardware and third party software
- Reconfiguration of hardware and file servers
- Recovering data resulting from client error
- Upgrading of hardware systems
- Assistance with recovering data resulting from system crashes (charges may apply)
- Assistance with database installation, configuration and updating
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Re-establishment of Web/ODBC connection if connection was lost due to actions of customer
- WEB/IP/ODBC connections to other third party products
- Creation of custom reports
- Report writer training, upgrades and installations (other than at time of initial purchase)

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS).

Hardware and Third Party Support

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of this Agreement. This section serves as a guideline for the support department but may be superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- "On call" after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Recommendations on specific hardware requirements
- Support provided for installed database issues (30 minute guideline)
- Web Service installation and connection to database assistance
- Updating system to support new versions of licensed applications

EXHIBIT E

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/>	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned ***MAY BE WAIVED <input checked="" type="checkbox"/> Hired IF NO DRIVING IS <input checked="" type="checkbox"/> Non-owned TO BE DONE IN <input checked="" type="checkbox"/> Scheduled PERFORMANCE OF <input checked="" type="checkbox"/> Any Auto SERVICES***	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 500 k	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)	\$ 1 mil	\$ 2 mil
	Extended coverage period	2 years	
<input type="checkbox"/> POLLUTION LIABILITY /ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an additional insured on the general liability policy and the automobile liability policy.			
REFERENCE:			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

EXHIBIT F
WORK AUTHORIZATION FORM

Contract: _____

Work Authorization No. _____

Award Authority for Optional Services

This Work Authorization is between Broward County and _____ as required pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Contract at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will consist of ____ (____) calendar days unless otherwise set forth in an attached quotation.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Equipment/Hardware	\$ _____
Total Maximum Cost of this Work Authorization	\$ _____

County

Project Manager

Date

Contract Administrator

Date

Board and/or Designee

Date

VENDOR

Signed: _____

Attest:

Typed Name: _____

Title: _____

EXHIBIT G
Escrow Agreement

AGREEMENT NO. #4099

SOFTWARE ESCROW AGREEMENT
Multi User Plan

BETWEEN:

N. HARRIS COMPUTER CORPORATION (Licensor/Depositor")
a Canadian corporation,

-and-

LINCOLN-PARRY ASSOCIATES INC. ("Escrow Agent")
a corporation incorporated under the laws of the Province of Ontario,

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in a Beneficiary Enrollment Notification. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the submission of the Beneficiary Enrollment and executed by the Licensor/Depositor. The Parties shall also complete the Paying Party Fee Schedule and submit the schedule with the Beneficiary Enrollment.

If a Beneficiary no longer continues as a licensed user or no longer continues to purchase maintenance services in respect of a computer program then the Licensee may be removed as a beneficiary upon the filing with the Escrow Agent of a beneficiary removal notification executed by the Licensor. Upon receipt of the notification the Escrow Agent will deliver a copy to the Licensee advising that its rights under this agreement respecting such computer program have terminated.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

- (a) Within ten (10) days after the signing of this agreement by both Parties, the Escrow Agent shall supply to the Licensor a standard sized container which is capable of being sealed and in which the Software shall be stored.
- (b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.
- (c) The Licensor shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.
- (d) The Licensor will deposit new releases into escrow, and upon the filing by the Licensor with the Escrow Agent of a Direction to Return or Destroy notification the Escrow Agent shall return earlier deposits to the Licensor or destroy the earlier deposits as directed.
- (e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever without proper authority.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

- (a) The occurrence of the following events:
 - i. A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor;
 - ii. The termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.
- (b) The termination of this agreement by consent of:
 - i. The Licensor and Licensee;
 - ii. The Licensee alone.
- (c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software:
 - i. A petition in bankruptcy or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within thirty (30) days of its filing;
 - ii. A cessation of normal business operations by the Licensor during the term of this agreement.
 - iii. A serious continuing breach by the Licensor of its support and maintenance agreement with the Licensee, provided that the Licensee has given prior written notice to the Licensor of its intent to invoke its rights under this agreement to call for a release of the Software.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice signed by the Licensor and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RELEASE TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

- (a) The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee stating the particulars of the reasons for its request with reference to the events named in Section 4 of this agreement.
- (b) A copy of the request and affidavit has been delivered by the Escrow Agent to the Licenser in a timely manner, as described below. The Escrow Agent is entitled to conclusively presume that delivery of any document under this section has been made and received four (4) business days after having been sent by the Escrow Agent to the address as provided under Section 13.
- (c) No dispute in writing has been received from the Licenser by the Escrow Agent within fifteen (15) days of the Licenser's receipt of the Licensee's request and affidavit.
- (d) The Licensee has signed a non disclosure covenant form and delivered it to the Escrow Agent.
- (e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.
- (f) In order to affect a release of Software to the Licensee pursuant to the terms of this agreement the Escrow Agent is assigned the right to make and deliver such copies of the Software as needed for that purpose.

7. DISPUTES AND ARBITRATION

If the Licenser enters a dispute as contemplated by Section 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

- (a) The Licenser and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.
- (b) The arbitration shall otherwise be conducted in accordance with the Rules for the International Chamber of Commerce Court of Arbitration, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.
- (c) In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.
- (d) The Licenser and Licensee shall each pay one half of the fees and charges of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licenser and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:

- (a) The Licensee shall notify the Licenser and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.
- (b) The Escrow Agent shall appoint the location for such inspection.
- (c) The Escrow Agent shall attend at the appointment time and place and shall thereat produce the sealed container in question.
- (d) The contents of the container shall be removed and inspected by the Licensee in the presence of the Licenser and a determination made as to whether they are as purported by the Licenser on its certificate.
- (e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the Parties attending at the inspection.

- (f) If the contents of the container are determined not to be as purported, then the Licensor shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

- (a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.
- (b) The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply with such direction provided that access to the location is under the Escrow Agent's exclusive control and that any additional costs incurred by the Escrow Agent in using the site are paid by the Licensor.
- (c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software and shall not be liable to either party except for grossly negligent conduct.
- (d) If any fees or charges are or become outstanding then the Escrow Agent shall not be required to perform any of its obligations under this agreement until its account has been paid. The Escrow Agent may accept payment of its account from either the Licensor or Licensee.

10. FEES, CHARGES AND TERM

10.1 The Licensor shall pay to the Escrow Agent the following fees and charges:

- (a) An annual fee of \$975.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.
- (b) Respecting each issued standard size container a fee of \$90.00 per year or part year payable upon receipt of invoice.
- (c) Respecting the return or destruction of each container held in escrow a fee of \$65.00 per container payable on receipt of invoice.
- (d) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by the Licensor a charge for such amounts disbursed due and payable on receipt of invoice.
- (e) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.
- (f) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.
- (g) The Licensor shall pay all applicable GST, HST and all applicable Provincial taxes.

10.2 The Licensee or the Licensor shall pay the fees and charges described in the Beneficiary Enrollment Fee Schedule and shall pay all applicable GST, HST and all applicable Provincial taxes.

10.3

- (a) This agreement shall continue on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a user license for the Software or have consented to the termination of this agreement as the interest of the parties may appear.
- (b) The Licensor may transfer this agreement to another escrow agent at any time provided that all outstanding fee and charges have been paid.
- (c) The Escrow Agent may resign at the end of any year provided that it has delivered at least thirty days prior written notice to the Licensor to find a replacement.

11. DEFAULT IN PAYMENT

- (a) If the Licensors fail to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensors and Licensee thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its possession at the Escrow Agent's option.
- (b) If the Licensee fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensee thirty (30) days prior written notice to make such payment, terminate the Licensee's rights and interest in this agreement.
- (c) The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contract and Address provided on the most recently dated Change Notice forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of ensuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licensors or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing on the Contact and Billing Information form or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with Change Notice.

14. TITLE AND COPYRIGHT

- (a) Title to the Software shall remain in the Licensors either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.
- (b) Upon a release of Software pursuant to this agreement the Licensee shall have the right to make copies of the Software for the purpose of program execution, back up, support, maintenance and development all restricted to the Licensee's internal use of the Software as permitted in its program license agreement. Release of the Software to the Licensee does not relieve it of its obligation to pay license fees if any under the program license agreement or to expand the scope of use.

15. ANNUAL NOTIFICATION TO LICENSEE/BENEFICIARIES

The Escrow Agent shall deliver an activity report in writing to each of the Licensee(s) no less often than once each year, describing the escrow deposits if any that were made during the preceding year and levy a notification charge as set under the Beneficiary Enrollment Fee Schedule.

16. GOVERNING LAW

This agreement shall be governed by the laws of the Province Ontario, Canada without giving effect to its conflict of laws provision.

17. LOSS, DAMAGE OR DESTRUCTION

If the escrow materials are lost, damaged or destroyed without fault by the Escrow Agent or for reasons beyond the control of the Escrow Agent, such as acts of God, war, insurrection or terrorism, then the

Licensor at its own expense shall make a fresh deposit to replace the escrow materials so lost, damaged or destroyed.

18. ENUREMENT

This agreement shall be binding upon and enure to the benefit of the Parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

19. COUNTERPARTS

This agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

20. NO CONFLICT COVENANT

The Escrow Agent represents and covenants that with the exception of escrow services it has not at any time and will not during the term of this Agreement either directly or through a non arm's length entity sell or provide to any of the other parties or their related entities any goods or services including but not limited to legal or litigation support, accounting, logistics, data storage, disaster recovery or consulting services.

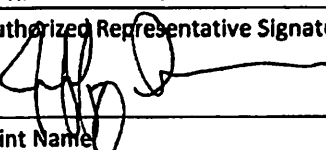
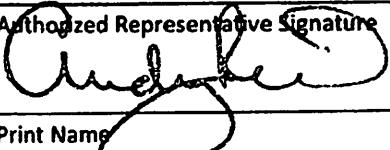
21. GENERAL

- (a) The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.
- (b) Nothing in this agreement shall be construed so as to expand, contract or create new obligations to support and maintain the software.
- (c) If any matter under this agreement is in dispute then the Escrow Agent shall be entitled to stand still with respect to its obligations to either hold or release the Software until the disputing Parties have finally settled the matter by mutual consent, court or arbitration proceedings.
- (d) Forms and other documents referred to in this Agreement are those found on the website of the Escrow Agent and are incorporated into this Agreement by reference.

END OF TERMS AND CONDITION

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have by their representatives so authorized executed this Agreement to go into force on the date below last mentioned.

LICENSOR/DEPOSITOR: N. HARRIS COMPUTER CORPORATION		ESCROW AGENT: LINCOLN-PARRY ASSOCIATES INC.	
Authorized Representative Signature 		Authorized Representative Signature 	
Print Name JEFF SUMNER		Print Name AUDREY BETH	
Title EXECUTIVE VICE PRESIDENT		Title TRUST OFFICER	
Date MAY 2, 2014		Date MAY 02 2014	
Phone 613-226-5511	Extension	Phone 1-888-771-2042	
Email Jsumner@systeminnovators.com (with copy to legal@harriscomputer.com)		Email desk@softescrow.com	

#4099

AGREEMENT NO. #4099

NON-DISCLOSURE COVENANT

TO: N. Harris Computer Corporation

WHEREAS the Licensors and the Licensee are Parties to a Software Escrow Agreement bearing

No. **#4099** and dated MAY 02 2014 (mm/dd/yyyy) pursuant to which the Software therein shall be released to the Licensee by the Escrow Agent, and;

WHEREAS a prior condition of such release is set out in Section 6(d) of the said agreement, namely that the Licensee must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Licensee covenants as follows for the benefit of the Licensors:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Licensors and that its improper disclosure will cause substantial and irreparable injury to the Licensors.
2. If the Licensee is an authorized VAR or OEM, to restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sub-licensees, and for no other purpose whatsoever. Licensee acknowledges that title to the Software shall at all times remain with the Licensors.
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BENEFICIARY:

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

Email

COPY TO: ESCROW AGENT

LINCOLN-PARRY ASSOCIATES INC.

FAX: +1-613-839-1362

LICENSEE/BENEFICIARY ENROLLMENT

To: ESCROW AGENT

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AGREEMENT NO. 4099

LICENSEE/BENEFICIARY:

Licensee/Beneficiary Company Name BROWARD COUNTY		
Designated Contact		
Title		
Street Address 115 S. ANDREWS AVE, SUITE 406		
City FT. LAUDERDALE	State/Province FLORIDA	Zip/Postal Code 33301
Phone	Fax	
Email JBRUNO@BROWARD.ORG WITH CC TO M.GRIMM@BROWARD.ORG		

Being a licensed user of those programs included in the Software described or otherwise included in Software Escrow Agreement No. 4099 and bearing date 05/02/2014 (mm/dd/yyyy) between the Escrow Agent and the Licensor and as such becomes entitled to the rights of a beneficiary and agrees to perform and observe its obligations thereunder upon the Licensor filing this Notification with the Escrow Agent. The Licensee's/Beneficiary's rights under this Agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee/Beneficiary has a valid license agreement that is not in arrears or otherwise in default at such time as those rights are exercised.

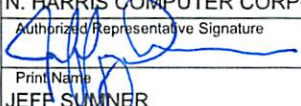
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Enrollment Date: (mm/dd/yyyy)

ESCROW MATERIAL PRODUCT DESCRIPTION	RELEASE/VERSION NUMBER
iNovah Software	Version 2.52
Segregated Software (separate deposit of source code required for this enrolled Beneficiary)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

The Depositor shall deposit updates to the Software above listed not less frequently than annually and such updates shall be considered as included in the Software.

LICENSOR/DEPOSITOR:

Licensor/Depositor Company Name N. HARRIS COMPUTER CORPORATION		
Authorized Representative Signature 		
Print Name JEFF SUMNER		
Title EXECUTIVE VICE PRESIDENT		
Street Address 1 ANTARES DRIVE, SUITE 400		
City OTTAWA	State/Province ONTARIO	Zip/Postal Code K2E 8C4
Phone 613-226-5511	Fax 613-226-3377	
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