

BSOFTWARE MAINTENANCE AGREEMENT

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

WITNESSETH:

WHEREAS, CIT has owns, licenses, and maintains certain "IAPro" internal affairs software and BlueTeam "field support" software ("Software" as defined hereunder); and

WHEREAS, Customer and CIT have executed that certain Software License under which Customer obtained the right to use the Software; and

WHEREAS, Customer desires CIT to provide Customer with certain maintenance and user support services for the Software, subject to the terms and conditions of this Agreement.

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

ARTICLE I: RECITALS AND DEFINITIONS

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

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

- (1) Acceptance Date: The term "Acceptance Date" shall mean the Acceptance Date as defined under the License.
- (2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (3) Associate: The term "Associate" shall mean an employee of CIT or independent contractor hired by CIT.
- (4) Authorized Facility: The term "Authorized Facility" shall mean the any facility where work is performed by the Customer's employees.

- (5) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.
- (6) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement because of breach by such other party.
- (7) Computer: The term "Computer" shall mean the "Computer" as defined under the License.
- (8) Confidential Information: The term "Confidential Information" shall mean all information disclosed by CIT to Customer in which CIT has a good faith belief it is proprietary or confidential at the time such information comes into the possession or knowledge of Customer and which is not: (i) already known to Customer; (ii) in the public domain; (iii) conveyed to Customer by a third party; (iv) released by CIT without restriction; (v) independently developed by Customer; and (vi) required by court order to be released by Customer. For purposes of this definition, Confidential Information shall be deemed to include all information concerning this Agreement and the Product, excluding items that are subject to disclosure pursuant to law.
- (9) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.
- (10) Delivery Date: The term "Delivery Date" for an Update, Upgrade or Enhancement shall mean the date CIT delivers such Update, Upgrade or Enhancement to Customer.
- (11) Documentation: The term "Documentation" shall mean that certain user's guide for the Software, including Supplements thereto.
- (12) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by CIT or Customer, whichever is later.
- (13) Enhancement: The term "Enhancement" shall mean the object code for modifications to the

Software which improve or expand the functionality or features of the Software as requested by Customer in writing and expressly approved by CIT.

- (14) Fee Schedule: The term "Fee Schedule" shall mean that certain fee schedule attached hereto as Exhibit A and by this reference incorporated herein.
- (15) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation," "implementing" and "implemented") shall mean to load and make available for user access and use.
- (16) Initial Term: The term "Initial Term" shall mean that period of time starting on the Effective Date and continuing for one year.
- (17) License: The term "License" shall mean that certain Software License between CIT and Customer under which CIT granted Customer a license to use the Software.
- (18) Maintenance Fee: The term "Maintenance Fee" shall mean the prevailing fee charged by CIT to Customers for Maintenance Services as published by CIT from time to time.
- (19) Maintenance Services: The term "Maintenance Services" shall mean those certain defect resolution, Update and telephone support services for a Maintenance Term as provided under Article II of this Agreement.
- (20) Maintenance Term: The term "Maintenance Term" shall mean a one year period of time which starts on the Acceptance Date and is renewable for consecutive one year periods of time, unless earlier terminated or canceled, as provided hereunder.
- (21) Product: The term "Product" shall mean the Software and Documentation.
- (22) Remote Access: The term "Remote Access" shall mean a remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.
- (23) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair

Competition, Section 1 of the Uniform Trade Secrets Act and Section 1839 of Title 18 of the United States Code (18 U.S.C. §1839).

- (24) Software: The term "Software" shall mean the term "Software" as defined under the License, including Enhancements, Updates and Upgrades thereto, as provided to Customer by CIT.
- (25) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation.
- (26) Support Services: The term "Support Services" shall mean those certain consulting, implementation support, training and ad-hoc services provided to Customer by CIT in connection with the Software.
- (27) Term: The term "Term" shall mean a period of time starting on the Effective Date and continuing until this Agreement is terminated or canceled as provided under Article VI of this Agreement.
- (28) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing law enforcement-related tasks; evaluating the performance, utility and functions of the Product, and training employees of Customer in the use of the Product.
- (29) Unauthorized User: The term "Unauthorized User" shall mean any person other than 1) an employee of Customer, a person authorized to perform maintenance or other work on a host workstation or server.
- (30) Update: The term "Update" shall mean the object code for modifications to the Software which have been publicly released to CIT customers under standard Software Maintenance Agreements to resolve Defects and which improve or expand the performance of the Software on the Computer.
- (31) Upgrade: The term "Upgrade" shall mean the object code for an upgrade to the Software which improves or expands the functionality or features of the Software as made available by CIT in conjunction with the maintenance services provided under this agreement.
- (32) Upgrade Fee: The term "Upgrade Fee" shall mean the same as maintenance fee for the purposes of this agreement.

ARTICLE II: MAINTENANCE SERVICES

Section 2.01 – Provision of Technical Support: During the Maintenance Term, CIT shall provide technical support services as outlined in Exhibit B “Provision of Technical Support Services”.

Section 2.02 -- Updates: During the Maintenance Term, CIT shall deliver Updates to Customer within sixty (60) days after the date that such Update is released by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Updates on the Computer. Updates shall be deemed accepted by Customer on the Delivery Date.

Section 2.03 -- Telephone Consultations: During the Maintenance Term, CIT shall provide Customer with telephone consultations in answering questions concerning use of the Software, or any technical or other problems or issues that are encountered.

Section 2.04 -- Source Code Agreement: If requested to do so, CIT is willing to place the source code of the Software in escrow with the Customer.

The Customer may use the Source Code and Source Code documentation for the IAPro Software upon, but only upon, the occurrence of a “Triggering Event,” which shall mean and include the following: (1) filing by CIT of a petition under any state or federal insolvency or bankruptcy statute seeking its declaration as insolvent or bankrupt; (2) filing of any action seeking receivership or reorganization of CIT pursuant to or under any state or federal insolvency or bankruptcy statute; (3) filing of an involuntary petition against by CIT pursuant to any state or federal insolvency or bankruptcy statute; (4) CIT ceases to do business for any reason; (5) CIT breaches the terms and conditions of the Contract relating to software support and maintenance, as set forth in Exhibit B: Maintenance and Support: Diagnostic, Resolution, and Escalation Procedures, or in any other maintenance agreement as agreed to and executed in writing by and between Licensee and CI Technologies; or (6) CIT no longer supports or maintains the IAPro Software.

If CIT breaches the terms and conditions of the Contract relating to software support and maintenance, notice will be given by the Customer, and a 60 day period will be allowed for CIT to act in good faith to satisfy those terms and conditions before the triggering event will be confirmed and acted upon.

A triggering Event shall NOT mean or include the following:

If The Customer elects not to continue to pay for, keep or renew the Annual Maintenance Contract.

The Customer falls in arrears in Annual Maintenance Contract Payments.

Upon the occurrence of a Triggering Event, The Customer may use the Source Code for the exclusive purpose of maintaining the performance, utility and functions of the Source Code and the executable (object code) IAPro Software, correcting defects in the executable IAPro Software, modifying the Source Code and executable IAPro Software for use by The Customer, creating enhancements and modifications for use by The Customer, and training employees of The Customer in the use of the Source Code for the foregoing purposes.

The IAPro Source Code will be delivered to The Customer in zipped, encrypted file format with the decryption password provided as well. All IAPro Source Code delivered to The Customer pursuant to the Contract will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer. The key to the IAPro Source Code will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer.

ARTICLE III: SUPPORT SERVICES

Section 3.01 -- Enhancements: Upon discovering a desired Enhancement for the Software, Customer may request development of the Enhancement. Any such request shall be submitted to CIT verbally or in writing. Development of any such Enhancement shall be subject to the sole and exclusive discretion of CIT. Any service provided by CIT in developing any such Enhancement may be provided at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Enhancements on the Computer. Enhancements shall be deemed accepted by the Customer on the Delivery Date.

Section 3.02 -- Upgrades: CIT shall inform Customer of the availability of an Upgrade within sixty (60) days after the date such Upgrade is released by CIT.

Section 3.03 -- Acceptance: Services provided by CIT under this Agreement shall be deemed delivered by CIT and accepted by Customer upon performance.

Section 3.04 -- Cooperation: Customer shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and by granting CIT access to the personnel, facilities, computers, computer software and data of Customer only for purpose of performing this Agreement.

Section 3.05 -- Schedule Restrictions: The services to be provided by CIT under this Agreement shall be performed only during the hours of 9:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays), unless otherwise provided (as determined exclusively by CIT).

ARTICLE IV: LICENSING

Section 4.01 -- License Grant: CIT hereby grants to Customer a non-exclusive and non-transferable license to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the Term, subject to the terms and provision of this Agreement and the License.

Section 4.02 -- Risk of Loss: Customer shall assume risk of loss to an Enhancement, Update or Upgrade as of the Delivery Date for such Enhancement, Update or Upgrade.

Section 4.03 -- Authorized Use: Customer shall prevent Unauthorized Users from accessing the Product. Customer shall prevent Unauthorized Access to the Product. Customer shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Customer has knowledge or suspicion.

Section 4.04 -- Site Restriction: Customer shall use the Software only on the Computer and only at the Authorized Facility.

ARTICLE V: PAYMENT

Section 5.01 -- Maintenance Fee: The Maintenance Fee for the Initial Term shall be the amount of money set forth in the Fee Schedule. Thereafter, CIT shall establish the Maintenance Fee and invoice Customer for the Maintenance Fee for a Maintenance Term by written notice to Customer at least thirty days in advance of the first day of such Maintenance Term. In order to renew the Maintenance Term, Customer shall pay the invoiced Maintenance Fee for each such Maintenance Term within thirty days of receipt of such invoice. CIT will not increase the license fee by more than 5% in any given one year period. Any increase of the license

fee will be communicated to the customer at least 1 year prior.

Section 5.02 -- Upgrade Fee: The upgrade shall be considered part of the annual maintenance fee.

Section 5.03 -- Enhancements: Enhancement services shall be performed at the discretion of CIT or at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT.

Section 5.04 -- Support Services: Support Services and any other services provided by CIT which are not provided for under this Agreement shall be invoiced to Customer by CIT at the time and material rates of CIT prevailing at the time the services are rendered plus actual travel and per diem costs incurred by CIT in providing such services.

Section 5.05 -- Costs: Customer shall pay all direct costs incurred by CIT in providing any services pursuant to this Agreement. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 5.06 -- Invoicing and Payment: CIT shall invoice Customer for the Maintenance Fee, all services provided by CIT, and all costs incurred by CIT in providing services under this Agreement. Such invoice shall be accompanied by receipts evidencing such costs. Customer shall pay any such invoice in full within thirty days of receipt.

Section 5.07 -- Taxes: Customer shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

Section 5.08 -- Refund: Upon termination or cancellation of this Agreement, CIT shall be entitled to retain all payments rendered to CIT by Customer under this Agreement in anticipation of services, including (without limitation) all Maintenance Fees, Upgrade Fees and all other payments rendered to CIT by Customer hereunder before the termination or cancellation date (as the case may be).

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement shall only be terminated and canceled as provided under this Article VI.

Section 6.02 -- Term: This Agreement shall be valid for the Term.

Section 6.03 -- Maintenance Term and Renewal: Subject to payment of the Maintenance Fee, CIT shall provide

Maintenance Services to Customer for the Maintenance Term. Subject to payment of the Maintenance Fee, the Maintenance Term shall renew on the next succeeding anniversary of the Acceptance Date, unless the Maintenance Term is earlier terminated or canceled as provided under this Agreement. Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) the Maintenance Term.

Section 6.04 -- Termination: Either party may terminate this Agreement for convenience upon providing ten days advance written notice to the other party.

Section 6.05 -- Cancellation for Cause: If Customer violates its obligations under this Agreement, CIT may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Customer. Upon receiving Cancellation Notice, Customer shall have ten days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, CIT shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

Section 6.06 -- Nonpayment: Notwithstanding anything to the contrary hereunder, Customer failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 6.05. The Maintenance Term shall not renew if Customer fails to pay any invoiced Maintenance Fee as provided under Section 5.01.

Section 6.07 -- Payment: Termination or cancellation of this Agreement shall not relieve Customer from any payment obligation under this Agreement. All payment obligations of Customer under this Agreement shall survive termination and cancellation of this Agreement.

Section 6.08 -- Reinstatement: If this Agreement is terminated, Customer may have the Agreement reinstated upon payment of all applicable Maintenance Fees for previous Maintenance Terms. Reinstatement of this Agreement shall be subject to the exclusive discretion of CIT.

ARTICLE VII: WARRANTY

Section 7.01 -- Service Warranty: The services to be provided by CIT hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services.

Section 7.02 -- Express Warranties: Customer hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent

contractors of CIT) has not made or granted any express warranties concerning the Product and services hereunder except for the service warranty of Section 7.01.

SECTION 7.03 -- WARRANTY LIMITATION: THE SERVICE WARRANTY OF SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE SERVICE WARRANTY EXPRESSLY ACKNOWLEDGED HEREUNDER, CIT HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

Section 7.04 -- Software Modifications: If the Software is modified by any party other than CIT, CIT shall be discharged from any further obligations under this Agreement. Any such discharge shall not affect the obligations of Customer which shall be continuing and binding despite such discharge.

Section 7.05 -- Indemnification: If final judgment is entered against Customer for claims that the Software violates trade secrets, proprietary information, trademark, copyright or patent rights of a third party, CIT shall perform one or more of the following actions (as determined by CIT) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

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

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

Section 7.06 -- Limitation of Damages: Excluding indemnity, neither parties shall be liable to the other under this Agreement or in connection with the Product for any lost profits or consequential, exemplary, incidental or punitive damages, regardless

of whether the party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of CIT for any reason and for any cause of action whatsoever in connection with this Agreement and the Product shall be limited to the amount of money received by CIT pursuant to this Agreement.

Section 7.07 -- Force Majeure: CIT shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of CIT, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of CIT.

Section 7.08 -- Hold Harmless: To the extent permitted by law, each party shall hold harmless the other and its officers, directors, employees and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from the use or performance of the Product and any and all claims, actions, liability, expenses, costs or losses, arising from the acts (or any failure to act) of the other party hereunder. This Section 7.08 shall survive termination and cancellation of this Agreement.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. Customer hereby acknowledges and agrees that Customer shall not have or accrue any title or ownership interests to the Product, including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 8.02 -- Confidential Information: Customer shall maintain Confidential Information in strict confidence. Customer shall not disclose Confidential Information except to Authorized Persons, or as required by law. Customer shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this Agreement. Customer shall not make Confidential Information available for public review. The Product shall be deemed Confidential Information of CIT.

Section 8.03 -- Trade Secrets: Customer hereby acknowledges and agrees that the Confidential Information may derive independent economic value

(actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by CIT under the circumstances to maintain its secrecy; and is a trade secret of CIT as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 -- Reverse Engineering: Customer shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

Section 8.05 -- Backup Copy: Customer may create copies of the Software at the Authorized Facility only for routine archival or backup purposes.

Section 8.06 -- Copies: Except as provided in Section 8.05, Customer shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

Section 8.07 -- Modifications: Customer shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. Customer shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 8.08 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

Section 8.09 -- Employee Pirating: Customer shall not (i) induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT or (ii) engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of CIT.

Section 8.10 -- Continuation: The terms and provisions of this Article VIII shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of CIT shall be void.

Section 9.02 -- Public Announcement: All public announcements of the relationship of CIT and Customer under this Agreement shall be subject to the prior written approval of CIT.

Section 9.03 -- Entire Agreement: Excepting the License, this Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding and shall be void unless such alteration, modification or amendment is in writing and signed by CIT and Customer.

Section 9.05 -- Severability: If a provision of this Agreement or a portion of a provision is rendered invalid, the remaining provisions or portions thereof shall remain in full force and effect.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the State of Kentucky.

Section 9.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for CIT and to the address set forth on the signature page of this Agreement for Customer. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CIT:

Address:

CI Technologies, Inc. 65 Seaside Capers Road
St. Augustine, FL 32084

Section 9.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 -- Relationship of the Parties: Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.13 -- Arbitration: Section removed.

Section 9.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 9.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 9.16 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to CIT. Therefore, in such cases CIT shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Customer.

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

CIT:

CI Technologies, Inc.

By: Timothy J. Conner

Print Name: TIMOTHY CONNER

Title: President

Date: 4/24/23

CUSTOMER: Lexington Division of Community Correction

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 5/12/2023

Address: _____

EXHIBIT A

To Software Maintenance Agreement

FEE SCHEDULE

- (1) Maintenance Fee: The Maintenance Fee for the Initial Term shall be the following amount of money:

\$ 5,250.00 for IPro
\$ 4,000.00 for BlueTeam

Will be billed beginning one year after purchase. No charge for maintenance during first 12 months of software ownership.

CI Technologies may raise annual maintenance up to 5% each year.

CIT:

CI Technologies, Inc.

By: Timothy J. Conner

Print Name: Timothy Conner

Title: President

Date: 4/24/23

CUSTOMER:

Lexington Division of Community Correction

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayer

Date: 5/12/2023

Exhibit B - Provision of Technical Support Services

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to Customer as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

Customer users will ideally first contact the IAPro designated coordinator of Customer. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Customer IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Customer to diagnose the problem. After investigating the issue, CI Technologies and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide)	Showstopper	High

Description of Problem	Category	Priority
The system is unavailable. Cases cannot be processed.		
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated.. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions. Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations

SOFTWARE LICENSE

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

WITNESSETH

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

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

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

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

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

ARTICLE I: RECITALS AND DEFINITIONS

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

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

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

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

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

ARTICLE II: SCOPE OF LICENSE

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

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

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

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

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

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

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

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

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

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

ARTICLE III: PAYMENT

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

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

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

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

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

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

ARTICLE IV: TERMINATION

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

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

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

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

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

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

ARTICLE V: WARRANTY

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

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

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

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

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

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

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

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

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

Section 5.07 -- Hold Harmless: To the extent permitted by law, each party shall hold harmless the other and its officers, directors, employees and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from the

use or performance of the Product and any and all claims, actions, liability, expenses, costs or losses, arising from the acts (or any failure to act) of the other party hereunder. This Section 5.07 shall survive termination and cancellation of this Agreement.

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

ARTICLE VI: INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIT:

Address:

CI Technologies, Inc. 65 Seaside Capers Road
St. Augustine, Florida

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

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

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

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

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

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

CIT:

CI TECHNOLOGIES, INC.

BY: Timothy J. Carter

Date: 4/24/23

LICENSEE:

Lexington Division of Community Correction

BY: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 5/12/2023

EXHIBIT A

To the Software License

PRODUCT SCHEDULE

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

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

IAPro and BlueTeam software

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

Lexington Division of Community Correction

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

Computers owned by **Lexington Division of Community Correction**

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

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

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

**\$ 21,000.00 for IAPro licensing
\$ 16,000.00 for BlueTeam licensing
\$ 4,000.00 for HR Intergration**

CIT:

CI Technologies, Inc.

By: Timothy J. Conner
Timothy Conner,
President

LICENSEE:

Lexington Division of Community Correction

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 4/24/23

Date: 5/12/2023