

This **TERMS and CONDITIONS AGREEMENT** ("Agreement") is made and entered into as of the effective date shown in the proposal, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as **LEFTA Systems** ("LEFTA Systems").

1. **Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the proposal, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

- 1.1. **License Restrictions.**

- 1.1.1. Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider or similar arrangement.

- 1.1.2. Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

- 1.2. **Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed proposal. All invoices issued shall be paid net 30 from the due date on the invoice. All fees paid to LEFTA Systems shall be deemed fully earned and non-refundable. Client shall be solely responsible for the payment of any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement.

- 1.3. **Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1st or the 15th of the month to match LEFTA Systems billing cycles.

2. Term and Termination.

Term of Agreement. The initial term shall be 12 months commencing on the date of the signed Proposal and shall automatically renew for successive 12 months periods, unless this Agreement is sooner terminated pursuant to the provisions of Section 2.1.

2.1. Termination of Agreement.

- 2.1.1. Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 2.1.2. Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 2.1.3. **Fees Nonrefundable upon Cancellation.** In the event that, prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 2.1.4. Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

3. **Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Client shall not voluntarily share, show, or display LEFTA Systems software features with other vendors that have similar software. Subject to the limitations described herein, Client shall make every effort to protect the proprietary information received from LEFTA Systems consequent to the performance of this Agreement to the extent possible in regard to a request for records made under the California Public Records Act. LEFTA Systems understands and agrees that, notwithstanding the indemnification provision contained in this agreement, the indemnification and defense of any legal action to obtain such proprietary information shall be solely the responsibility of LEFTA Systems. Client shall extend all reasonable cooperation to LEFTA Systems during the course of any such legal action. Except as to the above-described requests for records which are considered to be proprietary information under the California Public Records Act, the obligations of each party to protect other information received from the other shall be subject to the Public Records Act to the extent records requested constitute public records under the Act. The provisions of Section 4 shall survive the termination of this Agreement for any reason.

4. **Indemnification.** Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

5. Miscellaneous.

5.1. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered or supplemented except by a written agreement signed by both parties.

5.2. Technical Support. Annual license fee includes unlimited technical support Monday – Friday from 8:00 a.m. – 5:00 p.m. EST, excluding holidays. This includes a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

5.2.1. All updates and bug fixes are included.

5.3. Hosting. The annual license fee includes Client's software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the proposal without additional charge. Additional storage fees shall be billed to and payable by Client.

5.4. Customization and Training. Client needs to provide LEFTA Systems with the contact information of one "Project Manager" who will be responsible for the project on the Client side. Client will receive a login to the customization site which must be completed as soon as practical and electronically submitted to LEFTA Systems by the Client's project manager. Once received, LEFTA Systems will configure only the selected applications of the customization site and train the client within 90 days. If client chooses to postpone completion of individual applications during the initial submission, an additional fee will be charged to customize applications at a later date.

During the project timeline, it is the Client's responsibility that LEFTA Systems will have continued access to Client's project manager for any follow-up questions. Client must ensure they are available within the 90-day timeframe for training, failure to do so may result in additional fees.

Accepted and Agreed By:

DocuSigned by:
Signature: Chris Macedo
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Printed Name: Chris Macedo

Title: Undersheriff

Date: June 1, 2020


LEFTA Systems Authorized Signature

06/01/2020
Date