TRITECH SOFTWARE SYSTEMS END USER LICENSE AGREEMENT

THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, OR BY USING THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE. This End User License Agreement ("EULA") constitutes an offer that may be accepted by University City of Franklin, TN ("Client") as described above. Acceptance is expressly limited to the terms hereof and no different or additional terms contained in any purchase order, confirmation, or other writing with respect to the subject matter herein shall have any force or effect unless expressly agreed to in writing by TriTech Software Systems ("TriTech").

1.0 Definitions

"Documentation" means any standard user manuals or other related instructional and/or reference materials provided by TriTech, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD-ROM documentation will control.

"Object Code" means any instruction or set of instructions of a computer program, including but not limited to, the TriTech Software, in machine-readable form.

"Primary Computer System" means a local or wide area network consisting of one or more servers and multiple computer Workstations.

"Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. Such term includes, without limitation, the Primary Computer System and the Standby Computer System.

"Software Support" means the providing by TriTech, under an annual Software Support Agreement, of Telephone Support, Software Error Correction, and Software Update services with respect to the TriTech Software, as more fully described in the then current annual Software Support Agreement between the parties.

"Software Support Agreement" means the agreement of that name for the rendering of Software Support services entered into between the parties coincident with this agreement and renewed from time to time thereafter.

"Source Code" means the original mnemonic or high-level statement version of the TriTech Software.

"Standby Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Primary Computer System.

"Third Party Products and Services" means the products and services provided by other vendors and/or subcontractors, as specified in Exhibit A, if applicable.

"Third Party Software" means software packages specified in Exhibit A of this Agreement if applicable, including operating system and database software ("System Software") the copyright to which is owned by persons or entities other than TriTech.

"TriTech Documentation" means any standard user manuals or other related instructional and/or reference materials, provided by TriTech, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD ROM documentation will control.

"TriTech Software" means the Object Code version of the software specified in Exhibit A of this Agreement, and any applicable Modifications provided hereunder.

"Update" means revisions or additions to the TriTech Software and the related Release Notes. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by TriTech.

"Use" means copying of any portion of software from a storage unit or media into a computer or Server and execution of the software thereon.

"User" means the operator of a CAD Workstation that is configured to access and/or utilize the capabilities and features of the TriTech Software.

"Workstation" means a dispatcher station, supervisory station, or other computer input station that utilizes the functionality of the TriTech Software, whether the software resides locally or on a Server.

2.0 License.

2.1 Subject to the terms and conditions of this EULA and provided that the applicable license fees set forth in Exhibit A are paid in full, TriTech grants to Client a nonexclusive, nontransferable, right and license to use the TriTech Software listed on Exhibit A and the user documentation provided therewith and a nonexclusive, nontransferable right and license to access and use the functionality of the TriTech Software (collectively the "Licensed Software") solely for the Client's own internal use. This EULA does not grant Client any title or right of ownership in the Licensed Software. Client may make copies of the Licensed Software for backup or archival purposes only.

2.2 TriTech retains all right and title to the TriTech Software and TriTech Documentation not expressly granted in this Agreement.

2.2.1 If applicable, third party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 2. All right and title to such third party software and its associated documentation shall remain with the vendor thereof.

2.3 Each copy of the TriTech software provided under this Agreement and identified in Exhibit A may be used in a standby mode on only one Standby Computer System at any one time as a backup in the event of a failure, malfunction or other out of service condition of its Primary Computer System. In the event its Primary Computer System fails to operate, the Standby Computer System may be enabled to function in its place. When the Primary Computer System returns to its normal operational mode, the Standby Computer System and the TriTech software installed on such system must be returned to its standby mode.

2.4 The TriTech Software and TriTech Documentation may not be used to operate a service bureau, or time-sharing service, outsourcing service or other third party services or businesses that provide computer aided call taking and emergency vehicle dispatching to third parties. Notwithstanding the above, Client shall be entitled to use the TriTech Software at the Designated Location for itself and other agencies/entities for which it provides dispatch services within Williamson County, TN provided that the TriTech Software is installed and operated at only one physical location.

2.5 This EULA does not include provisions for TriTech's service and support of the Licensed Software. The terms and conditions for such services are set forth in the applicable Software Support Agreement.

2.6 Client shall not use the Licensed Software except as provided in this EULA. Without limiting the generality of the foregoing, Client shall not (a) modify the Licensed Software; (b) copy, rent, lease, sell, sublicense, create derivative works or transfer the Licensed Software or the user documentation provided therewith; or (c) use the Licensed Software to provide call taking or dispatching services to third parties. Third party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of Sections 2.0 and 3.0 herein.

2.7 Client acknowledges that the TriTech Software is subject to the export laws and regulations of the United States. The TriTech Software is classified EAR 99 (No License Required). However, said export laws and regulations prohibit or make subject to special controls the export or re-export of the TriTech Software or the documentation to certain countries listed in Country Group E in Supplement No. 1 to Part

740 of the U.S. Export Administration Regulations ("Prohibited Countries"), to certain persons and entities on the Denied Persons List contained in Supplement No. 2 to Part 764 of the Regulations and to certain Specially Designated Nationals and Blocked Persons listed by the U.S. Office of Foreign Assets Control (OFAC) (collectively "Prohibited Persons"). Accordingly, Client shall not, directly or indirectly, export, re-export, license, sell, give, loan, transfer, disclose or otherwise grant access to the TriTech Software or the documentation to any Prohibited Country or Prohibited Person, to any foreign national of a Prohibited Country, to any person affiliated with a Prohibited Person, or to any person or entity outside the country in which the Designated Site is located without the express written consent of TriTech. These prohibitions shall apply whether said person or entity is a subsidiary, parent, sister company or other affiliate of Client.

3.0 Term and Termination.
3.1 Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.
3.2 Client may surrender the licenses granted hereunder at any time by giving written notice to TriTech and ceasing use of the Licensed Software.
3.3 TriTech may terminate the licenses granted hereunder for cause if Client materially breaches the terms of this EULA or otherwise infringes TriTech's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Client of such breach.
3.4 Upon termination of the licenses granted hereunder, Client shall permanently remove any Licensed Software from Client's equipment, back-up media, or other storage locations and either (i) return all copies thereof to TriTech or (ii) destroy such copies, as TriTech directs.
3.5 The provisions of Section 5, 6, 7, 8, and 10,   survive the termination of the licenses granted herein.

4.0 Warranty.
4.1 Unless otherwise provided in the applicable System Purchase Agreement, the TriTech Software licensed hereunder is provided "as is", without warranty and will be add to and supported in accordance with the Client's existing Software Support Agreement.
4.2 **TRITECH MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5.0 Intellectual Property Infringement.
5.1 TriTech represents and warrants that, to its actual, current knowledge, the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, action or proceeding (collectively "Claim") brought against Client for infringement by the Licensed Software of the Intellectual Property Rights of a third party, TriTech will at its expense defend against such Claim, provided that Client immediately notifies TriTech of such Claim and cooperates fully with TriTech and its legal counsel in the defense thereof. TriTech may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the Licensed Software, or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation.) Client may participate in the defense of such Claim at its own expense. If TriTech concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, then TriTech will return to Client the Licensed Software license fee(s) paid by Client under this EULA less a portion of said fee(s) for Client's use of the Licensed Software, prorated over a period of three (3) years, and the licenses granted in this EULA shall terminate. In addition, in the event such Claim results in a final money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers,

directors, employees, contractors, agents, or elected officials, or a third party, TriTech will indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply). This section 5 will survive the termination of this EULA.
5.2 Notwithstanding the above, TriTech shall have no duty under this Section 5 with respect to, and Client shall not bring an action against TriTech for indemnification or other causes of action with respect to any Claim arising from or related to infringements (i) by the equipment or operating system software upon or with which the Licensed Software runs, (ii) arising out of modifications to the Licensed Software not made by or under the direction of TriTech, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Client.

6.0 Limitation Of Liability.
6.1 The total liability of TriTech for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid hereunder or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.
6.2 **IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

7.0 Confidentiality. Client acknowledges that the Licensed Software and its associated documentation (the "Confidential Information") constitute the trade secrets and proprietary information of TriTech. Client shall hold the Confidential Information in confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder. Without limiting the generality of the foregoing, Client shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Client shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered. TriTech agrees to maintain the Client's confidential business information and data, including patient identifying data, to which TriTech gains access in confidence with at least the same degree of care used to protect its own Confidential Information., and to not disclose such information except as required to perform its obligations with respect to Software Support or implementation of additional TriTech Software licenses. . In the event that either party is required to disclose the Confidential Information of the party pursuant to Federal or State statute(s) or court order, the party required to disclose Client shall notify the other party and shall give that party a reasonable opportunity a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Confidential Information..

8.0 INTENIONALLY DELETED

9.0 <u>Force/Majeure</u>.
      9.1 Neither party shall be liable for delays or failures of performance resulting from circumstances beyond their control, including without limitation, acts of God, transportation delays, riots, acts of war or terrorism, government regulations imposed after the date of this EULA, communications line or other network failures, interruptions or delays, or power failures.

10.0 <u>General Terms</u>.
    10.1 This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by an authorized officer of TriTech. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Client without the prior written consent of TriTech. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. A facsimile of this EULA and its exhibit(s) may be used as an original.
    10.2 Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Tennessee, USA, without regard to its conflict of law provisions or the United Nations Convention for the International Sale of Goods.
    10.3 All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or email followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) day after full compliance with (ii), (iii) or (iv) above.

TRITECH SOFTWARE SYSTEMS

9477 Waples Street, Ste. 100

San Diego, CA 92121

By:_____ _____

Title:_____ _____

Date:_____ _____

CITY OF FRANKLIN

109 3rd Avenue South

Franklin, TN 37064

By:_____ _____

Title:_____ _____

Date:_____ _____

EXHIBIT A
LICENSED SOFTWARE

<u>Licensed Software:</u>

Qty	Item Description
1	**Inform CAD Server License (6-20 Positions)**
6	**Inform CAD Position**
1	**GISLink Utility**
1	**Inform CAD Rotation Provider**
1	**Standard Operating Procedure**
1	**Standard ANI/ALI Interface**
1	**Standard Inform CAD to External System Incident Data Transfer Interface**
1	**Standard Alpha Numeric Paging Interface**
1	**NCIC State Message Switch**
1	**Inform Mobile Server License 101-250 Licenses)**
1	**Inform Mobile Interface Server**
130	**Inform Mobile Base Position (with NCIC Access)**
20	**Inform Mobile Base Position**
1	**CryWolf Interface (one way data transfer)**

NOTE: Additional TriTech Software licenses purchased subsequent to the date of this EULA will be licensed in accordance with the terms herein.

<u>Designated Site:</u>

Franklin Police Department
900 Columbia Avenue
Franklin, TN 37064