

STANDARD SOFTWARE/SUBSCRIPTION TERMS AND CONDITIONS (IN ADDITION TO GENERAL CONDITIONS)

Software or Subscription Terms. For any software or subscriptions provided (collectively, "Products"), Contractor grants to County a royalty-free, nonexclusive license or right to use, with no geographical limitations, for the number of users stated in the ordering document (if none stated, for an unlimited number of users), including to any embedded third-party software, for the term or duration stated in County's ordering document, for use solely for County governmental and business purposes including on- and off-site access and use by authorized third party users, including those persons or entities with which County may contract to operate the software. County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the software. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Products on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the software. County shall not reproduce, publish, or license the Products to others. County shall not modify, reverse engineer, disassemble, or decompile the Products or any portion thereof.

Support and Maintenance. Contractor shall provide County with support and maintenance for the Products, which cost is included in the license or subscription fee. Support and maintenance shall include at least the following: timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the Products; providing updates, upgrades and releases as they are made available to Contractor's other clients; notification of patches and updates affecting security; applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution; 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 Products; use of ongoing best efforts to maintain the optimal functioning of the Products, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Products; routine notification to County as it becomes available of new or updated information pertaining to the Products or their documentation.

Updates and Releases. Contractor shall promptly provide to County, at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches) or new releases to the Products, including all that Contractor has made available to other customers at no additional cost. All such updates and releases shall remain the sole property of Contractor and shall be deemed to be included within the scope of the license or use rights granted under this contract and supported in accordance with this contract.

Compatibility. For the duration of this contract, Contractor will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software or subscriptions used by County for access or operation of the Products, including

without limitation Active Directory (AD) and Geographic Information System Mapping (GIS). If Contractor is unable to support any third-party update, upgrade, or new release that changes major functionality and is not compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Products in accordance with this contract.

Final Acceptance Testing. For all Products and associated services, there shall be a testing period during which County, with the assistance of its Enterprise Technology Services (“ETS”) to the extent applicable under Broward County Administrative Code Section 22.148, shall determine whether the Product: (i) properly functions on the applicable equipment and with any applicable operating software; and (ii) provides the capabilities stated in the specifications and documentation for the Product (collectively, the criteria for “Final Acceptance”). The testing period shall commence upon delivery of the Product. If County rejects the Product, County must notify Contractor in writing of its rejection within fifteen (15) business days after delivery of the Product. If Contractor fails to remedy the reason(s) for County’s rejection within thirty (30) days after County’s notice of rejection, County may, by written notice to Contractor within five (5) business days after the end of the 30-day remedy period, reject the Product and terminate the contract, in which event all sums paid by County under the contract shall be reimbursed to County by Contractor within fifteen (15) days after such election is made by County. If County does not timely reject the Product, the Product will be deemed to have been accepted.

Software/Subscription and Support and Maintenance Invoicing. Software license fees shall be invoiced only upon written Final Acceptance of the software by the County's Contract Administrator. Subscription fees shall be invoiced annually in advance, and Support and Maintenance fees shall be invoiced quarterly or annually in advance, as may be approved in writing by the Contract Administrator.

Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Contractor or in the Products is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes, as amended) that Contractor may receive or otherwise have access to in connection with this contract, unless expressly authorized in advance by County. If Contractor has access to individual personal identifying information, Contractor must provide a sworn affidavit that is not owned by a government of a foreign country of concern, that a government of a foreign country of concern does not have a controlling interest in the entity, and that it is not organized under the laws of or have its principal place of business in a foreign country of concern, as such terms are defined in Section 287.138, Florida Statutes. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of County.

Warranties. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Products or that it has the right to grant to County the rights granted under this contract. Contractor represents and warrants to County that the Products will perform substantially as described in the specifications and documentation for the Products. Contractor represents, warrants, and agrees that the Products, including any subsequent upgrade or version thereof, are free from currently-known viruses or malicious software as of the time the Products are provided to County, and Contractor has and will continue to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. In the event of a breach of any representation or warranty stated herein, Contractor will, at no charge to County, promptly correct the breach by either (a) correcting or updating the Products, or (b) providing to County other measures that correct the breach. If Contractor is unable to correct a material breach of this provision within fifteen (15) business days after notification by County of the breach, County shall be entitled to cancel the contract and receive a full refund of all amounts paid to Contractor. In the event of replacement, the Products as replaced will be warranted as provided above.

Intellectual Property Indemnification. Contractor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current, past, and future officers, agents, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, expenses, and court costs, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, alleging that the Products or County's use of the Products in accordance with their documentation infringes a patent, copyright, trademark, or trade secret, or other intellectual property or proprietary information (collectively, "IP Claims"). In the event any IP Claim is asserted, Contractor shall, upon written notice from County, defend each such IP Claim through counsel reasonably satisfactory to County.