

Exhibit B – Software Licensing

1. Agreement to License

This Contract provides for the license of Software by Contractor as Licensor to County as Licensee, in accordance with the terms and conditions of this Contract. Contractor shall license to County and County shall license from Contractor, the Software as described in Exhibit D – Schedule of Charges and Payments.

2. Grant of License

Unless this Contract is terminated in accordance with the provisions of Attachment I – Terms and Conditions, Contractor grants to County a, nontransferable, revocable and nonexclusive subscription license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Contract. Such use shall be limited to County only. Title to the Software remains with Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Customizations, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

3. Right to New Versions

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge so long as the County is current with payments to Contractor for the Annual Software Subscription Fee. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and any updated Training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. For clarity, new Versions will maintain the functionality of Customizations, Enhancements and Interfaces performed by Contractor and provided for under this Contract or any Change Order. County understands implementation of a new Version may require County to upgrade its Computer Systems.

4. Third Party Software

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

5. Acceptance Testing

During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, County shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all priority 1 nonconformities at no additional charge to County.

6. Local Hardware

6.1. In order to be executed and to perform in a satisfactory manner, the Software must be installed on Local Hardware that provides sufficient network, communications, and computer resources to support the anticipated number of End Users. The Local Hardware must be properly configured, installed, managed, and maintained. County is solely responsible for ensuring that the Local Hardware meets these standards and for ensuring that its Local Hardware is installed according to the schedule mutually agreed by both parties.

6.2. The Local Hardware and third-party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable County to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the County a minimum of 180 days' notice of additional third-party software products that

may be required and provide information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

7. Rights of County as Licensee

- 7.1. If the Software is licensed on a per seat basis, County may use and execute the Software only on the licensed number of Seats designated on Exhibit D – Schedule of Charges and Payments. Unless otherwise provided on Exhibit D, County must purchase a license for each Seat that has access to the Software.
- 7.2. If the Software is licensed on a Site basis, County may use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in Exhibit D, County must purchase a license for each site for which the Software is used.
- 7.3. County may make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Contractor's copyright and other proprietary legends are reproduced on each copy. County shall keep appropriate records of the number and location of all copies and make such records available to Contractor upon request. All copies that are made by County shall be the property of Contractor.
- 7.4. County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 7.5. County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

8. Restrictions

In addition to other restrictions set forth in this Contract, County may not:

- 8.1. Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Contract;
- 8.2. Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Contract) in a commercial, retail, service bureau, or similar enterprise;
- 8.3. Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by County under this Contract;
- 8.4. Without prior written approval of Contractor, modify or manipulate the data in the Software's database, except by means provided in the Software;
- 8.5. Without prior written approval of Contractor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Contract; or
- 8.6. Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

9. Tools and Customizations

County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

10. Documentation

Contractor will provide Documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a “Help” icon or menu.

11. Right to Audit

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor’s written request, during normal business hours and at times mutually agreed upon by the parties, to audit County’s use of the Software to monitor compliance with this Contract. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.