



## SOFTWARE LICENSE AND SUPPORT AGREEMENT

**This Software License and Support Agreement between CityView, an unincorporated division of N. Harris Computer Corporation (“CityView”), and City of Norman, OK (“Licensee”) is effective as of January \_\_, 2018 (the “Effective Date”).**

Whereas CityView and Licensee entered into a Contractual Services Agreement dated January \_\_, 2018 for the provision of certain professional services [in preparation of the license of certain CityView software to Licensee] (the “Contractual Services Agreement”);

Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;

Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

### **1. DEFINITIONS**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in either the Support and Maintenance Agreement or in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement and then to the Standard Support Service Level Agreement.

- a. **“Add-on”** means an individual component of the software that provides a specific functionality.
- b. **“Agreement”** means this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.
- c. **“Application Builder”** is a specific module that permits Licensee to have access to development tools within the Software.
- d. **“Core Software”** means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.
- e. **“Designated Computer System”** shall mean the Licensee’s platform and operating system environment which is operating the Software.
- f. **“Documentation”** shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- g. **“Event of Default”** shall have the meaning ascribed to it in section 7.
- h. **“Maximum Concurrent Users”** shall have the meaning ascribed to it in section 3.
- i. **“Module”** means a particular application component of the Software that provides general functionality.
- j. **“Software”** shall mean the licensed CityView application software consisting of the Core Software, the Application Builder, the Modules and the Add-ons, including any updates provided subsequent to this Agreement, and including all copies made by whomsoever produced.
- k. **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- l. **“User”** means an agent of Licensee who has been provided with permission by CityView to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.
- m. **“Configuration Console”** is a set of tools used for the process of defining the values of parameters for the Software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields and business rules definable in the Software rules engine.

### **2. SCHEDULES**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- |                |   |
|----------------|---|
| Schedule “A” - | Description of Software, Software & Maintenance Fees, Payment Milestones and Deliverables |
| Schedule “B” - | Optional Escrow Services Languages  |
| Schedule “C” - | Application Builder Correct Usage Protocol (where licensed)                               |
| Schedule “D” - | CityView Standard Support Service Level Agreement   |

### **3. LICENSE**

Subject to the terms and conditions of this Agreement, CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

- a. Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- b. Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
  - i. the Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;
  - ii. the copies, together with the original, shall remain the property of CityView; and
  - iii. the Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by CityView; and
- c. Customize the Software using the Application Builder and such customizations using the Application Builder are not subject to the restrictions detailed in Section 4.

The Software and related materials supplied by CityView are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CityView remain with CityView and any rights not expressly granted are reserved. Use of the Software and related materials supplied by CityView is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

The Software that is delivered to the Licensee includes all of the Modules, the Core Software, the Application Builder and the Add-ons. The Licensee's use of these components is subject to the restrictions detailed in Section 4.

The number of Users who may access the Software at any one time is limited to the "**Maximum Concurrent Users**" as listed in Schedule "A". Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The restriction only applies to those accessing the Software at the same time.

The Software and/or some components may be licensed with the designation of "Read Only"; where this occurs the license permits users with view-only access to the Software but not the right to input, write or alter any data or information. Any applicable "Read Only" designation will be stated in Schedule "A" and those aspects of the Software will be licensed as such.

The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in Schedule "A" to this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software.

### **4. LICENSE RESTRICTIONS**

- a. Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to: (i) use the Software for any purpose other than in connection with Licensee's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code; (iv) modify or create derivative works of the Software; (v) rent, lease, lend, or use the Software for timesharing or bureau use; (vi) allow a third party to copy, access, or use the Software; (vii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or; (viii) attempt to access a Module or Add-on for which a license has not been granted. Licensee shall be wholly liable to CityView for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise.
- b. Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.
- c. The Licensee may only use the Software for which it has paid the license fees. Upon the payment of the applicable license fee Licensee shall be provided with the electronic key which will permit Licensee to use the components of the Software for which it has paid a license fee. The Licensee may at any time request a further license to use additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an electronic key.
- d. The Licensee may only use the Application Builder where it has paid the appropriate license fee. Upon the payment of the applicable license fee Licensee shall be permitted to use the Application Builder subject to any restrictions that may be detailed in writing when such permission is granted.
- e. Prior to the use of the Software for the initial and each renewal term, the use of the Software will be subject to the Licensee's receipt from CityView of an electronic key permitting access to the Software. The receipt of the key is subject to the renewal of the Standard Support Service Level Agreement. The Licensee acknowledges that it will not be able to use the Software in

any fashion without the use of the key and that it understands fully its obligations in order to receive each applicable key.

## **5. LICENSE FEES**

The rights granted to Licensee hereunder are subject to the Licensee paying to CityView the following license fees:

- a. A license fee to use the Software; license fee(s) in relation to the Modules for which the Licensee has requested access; and the license fee related to the Application Builder, if requested by Licensee.
- b. The appropriate license fees are detailed in Schedule "A" and the Modules for which a license is provided and whether a license in the Application Builder is provided are also listed in Schedule "A" (including the details of the applicable license fees). The list of licenses for Modules and the Application Builder may be amended from time to time by a Statement of Work that specifically references this Agreement and which amends Schedule "A" by detailing those Modules that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.

The failure to pay such license fees within ninety days of an invoice shall automatically terminate this Agreement despite any cure periods provided elsewhere herein and section 9(a) shall apply.

In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to the applicable Services Agreement, Statement of Work, and/or Change Order.

## **6. SUPPORT**

In consideration of payment of the annual support and maintenance fee set out in Schedule "A" (the "Support and Maintenance Fees"), CITYVIEW will provide:

- a. Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as Schedule "D";
- b. Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
- c. Updates for the Software at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions;

In consideration of the services set out above, the Licensee agrees to pay the Support and Maintenance Fees in accordance with the payment schedule set out in Schedule "A". Despite anything in the support terms or this Agreement to the contrary, the Support and Maintenance Fees may increase by more than the fixed percentage increase if new modules are added to and become subject to this Agreement as described in subsection 3(c) above, but only for the year in which such modules are added (or the following year if no changes were made in the year the modules were added).

Where CITYVIEW has provided licenses to BLUEBEAM software pursuant to this Agreement, the Licensee must also purchase all support and maintenance services for the BLUEBEAM software directly from CITYVIEW. CITYVIEW agrees that Support and Maintenance Fees for the BLUEBEAM software shall not exceed the fees that would be charged by BLUEBEAM for equivalent support and maintenance services. Licensee agrees that CITYVIEW's support and maintenance services for the BLUEBEAM software are special and cannot be adequately provided by another third party because of the integration between the Software and BLUEBEAM software.

## **7. CONTEMPORANEOUS AGREEMENTS**

The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

- a. the Support and Maintenance Agreement which shall detail CityView's support obligations in relation to the Software; and
- b. the Contractual Services Agreement which shall detail CityView's installation and implementation services for the Software.

Additionally, the Licensee shall have the option of entering into an Escrow Agreement. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in Schedule "B" and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by CityView.

An Event of Default shall be deemed to have occurred if CityView: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Licensee is receiving support services pursuant to the Standard Service Level Support Agreement, or, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy

or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of CityView.

## **8. TERM AND TERMINATION**

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and is for a duration of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") subject to CityView's then current price structure unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then current term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

- a. Prior to the completion of the Project, this Agreement may be terminated by Licensee at any time by providing CityView with notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Project where CityView has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.
- b. CityView may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality or the obligations under section 4(a) of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to CityView, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- c. If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to CityView of only that part of the fee earned by CityView for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.
- d. Despite the above, for any Default Notice alleging a breach Subsection 4(a) (iii), CityView may terminate this Agreement at any time for a period of thirty (30) days following the delivery of a Default Notice despite Licensee rectifying such default.

## **9. PROCEDURE FOLLOWING TERMINATION**

- a. If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any documentation to CityView, at CityView's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to CityView.
- b. Upon the termination of this Agreement for any reason except for an Event of Default, the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.
- c. Upon the termination of this Agreement for any reason whatsoever, (i) the parties agree that the Standard Support Service Level Agreement expires on its own terms, (ii) and the confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.

## **10. CITYVIEW'S PROPRIETARY RIGHTS**

The grant of the License herein contained permits the limited use of the Software by the Licensee. Title to and all property in the Software, its name, logo and computer stored data shall remain exclusively with CityView.

The Licensee hereby acknowledges that the Software and the Documentation is the property of CityView and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and CityView's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CityView.

In order to ensure compliance with the terms of this Agreement, CityView shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

CityView may revise or update the Software from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Support and Maintenance fee set out in Schedule "A".

## **11. LIMITED WARRANTY OF PERFORMANCE**

CityView warrants to Licensee that:

- a. The Software shall function as described in the user documentation accompanying the Software if the Software is properly used in accordance with CityView's instructions.
- b. The Software (including Software updates) will be provided via electronic delivery.

The warranty above is void if the Licensee modifies the Software without the written consent of CityView. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

For clarity, the parties agree that THE LICENSEE shall have the right to configure the Software using the Configuration Console. Where a license for Application Builder has been granted, THE LICENSEE shall have the right to use Application Builder in accordance with Schedule "C" without voiding the warranties herein.

Except as specifically provided above, CityView expressly disclaims all other warranties in the Software, including, but not limited to the implied warranties of quality or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, and for the installation, use and results obtained from the Software.

Licensee's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Licensee agrees to allow CityView the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

## **12. WARRANTY OF INTELLECTUAL PROPERTY RIGHTS**

CityView warrants:

- a. that it has the full right, authority and power to enter into this Agreement and to grant to the Licensee the Licenses and rights conveyed by this Agreement; and
- b. that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent, (ii) CityView shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView.

Any breach by Licensee of its covenants under this section 12 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this Section 12 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

## **13. REMEDIES AND LIABILITY**

- a. The Licensee and CityView recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CityView arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
  - i. EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) INDEMNITY OBLIGATIONS PROVIDED IN SECTION 12, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES OR THE SUPPORT AND MAINTENANCE FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.
  - ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .

iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

b. Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CityView arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

#### **14. INJUNCTIVE RELIEF**

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CityView in which case an award of damages may not be adequate relief to CityView. Therefore, the Licensee agrees that in addition to all the remedies available to CityView in the event of any breach of this Agreement by the Licensee, CityView shall have the right to obtain timely injunctive relief to protect its proprietary right.

#### **15. COUNTERPARTS**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

#### **16. GOVERNING LAW**

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of State of Oklahoma without reference to principles of conflict of laws.

#### **17. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).

#### **18. RIGHT TO ASSIGN**

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from CityView.

#### **19. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

#### **20. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

#### **21. WAIVER**

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

#### **22. MEDIATION**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

#### **23. ALLOCATION OF RISK**

Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED:

ACCEPTED:

CityView Authorized Signature:

Licensee Authorized Signature:

Name: 

Name: \_\_\_\_\_

Title: CHIEF FINANCIAL OFFICER

Title: \_\_\_\_\_

Date: December 5, 2017

Date: \_\_\_\_\_

**SCHEDULE "A"**

**TO THE SOFTWARE LICENSE AND  
SUPPORT AGREEMENT**

**Software & Maintenance Fees, Payment Milestones and Deliverables**

**Description of Software**

Software & Licensing:	Quantity	Price	Payment Terms	
<b>Application Software - CityView Solutions:</b>				
CityView Property Information (required)	1	Included	\$100,000 invoiced on execution of the contract and due net 30 days. Balance (\$192,130) invoiced 60 days before project kick-off or March 1, 2020, whichever comes sooner, due net 30 days	
CityView Permits & Inspections	1	\$10,500		
CityView Planning	1	\$10,500		
CityView Code Enforcement	1	\$10,500		
CityView Business Licensing	1	\$10,500		
CityView Service Requests	1	\$ 7,500		
CityView Cashiering	1	\$ 7,500		
CityView Electronic Plans Review	1	\$20,000		
CityView Portal (licensed for 5 business processes: Building permits, Planning Permits, Code Complaints, Business Licensing and Service Requests)	1	\$30,000		
<b>User Software:</b>				
Concurrent Read/Write User Licenses	50	\$100,000		
Concurrent Read Only User Licenses	10	\$ 9,000		
CityView Mobile (Permit Inspections)	11	\$10,200		
CityView Mobile (Code Enforcement Inspections)	6	\$ 7,950		
Bluebeam Revu (eXtreme)	20	\$ 7,980		
<b>Server Software:</b>				
CityView Server (required)	1	\$ 7,500		
CityView Esri ArcGIS Mapping Extension (unlimited users)	1	\$ 7,500		
CityView Supported EDMS Extension (Laserfiche integration)	1	\$ 7,500		
CityView MS Exchange Extension	1	\$ 7,500		
CityView MS Outlook Add-in	1	\$ 7,500		
CityView MS Word Add-in	1	\$ 7,500		
CityView Web Services (Selectron IVR) Extension	1	\$ 5,000		
<b>Total:</b>		<b>\$292,130</b>		



Mandatory Annual Software Maintenance & Recurring Subscription Fees	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance	Provides: <ul style="list-style-type: none"> <li>• All major and minor software upgrades</li> <li>• Unlimited technical support;</li> <li>• Unlimited access to the CityView FTP site</li> <li>• Unlimited access to the CityView Connect</li> <li>• Support for stated product and custom interfaces</li> </ul>	\$68,203	Invoiced upon Initial Installation, 60 days before Project Kick-off or March 1, 2020, whichever comes sooner. Due net 30 days. Payable annually on the anniversary date of Initial Installation
Bluebeam Revu Annual Software Maintenance	First line of support for Bluebeam Revu	\$2,380	Invoiced on execution of contract and due net 30 days. Annual fee
Bluebeam Studio Prime Level 1 Subscription	Annual subscription	\$2,340	Invoiced on execution of contract and due net 30 days. Annual fee
Escrow Agreement (Annual Fee)	Setup of Escrow	\$1,500	Invoiced and payable at the same time as CityView Annual Software Maintenance fees

ABOVE PRICES DO NOT INCLUDE TAXES  
Pricing is in US dollars.

**Schedule "B"**

**CityView Escrow Services Agreement**  
(under separate cover)

**Schedule "C"**

**Application Builder Correct Usage  
Protocol**

(Under separate cover)

## Schedule “D”

### CityView Service Level Agreement

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

CITYVIEW reserves the right to make modifications to this document as required; provided, however, CITYVIEW shall not reduce the scope of support provided hereunder without the prior consent of the Customer.

**Contract Term:** 1 Year (renewable annually)

**Support Channels:** Web, Email or Telephone

**Support Requests Allowed:** Unlimited

**Who Can Report:** Individuals who are trained in the use of CityView can report issues to Customer Support.

**Hours of Coverage:** Coverage hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

**Accessing Support:** The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

**Auto Acknowledgement:** CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

**Request Response Time:** A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

**What we will do if we don't hear back from you:** If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

**Resolution of Bug-Related Requests:** We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

#### **What We Need to Help You**

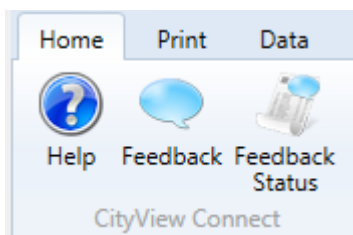
CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

## How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Workspace as well as in many of our add-on products.



- **CityView Connect Feedback (preferred method)**  
If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.
- **CityView Connect Help**  
The Help button will redirect your internet browser to our CityView Connect Help site (<http://cityviewhelp.iharriscomputer.com/CityViewCMS>). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.
- **CityView Connect Feedback Status**  
Our CityView Connect Feedback Status link redirects to our Connect Feedback website (<http://cityviewsupport.harriscomputer.com/connect>). This site will allow users to log new support incidents

and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.

- **Telephone Support**

Telephone technical support is available between the hours of 7:00 a.m. and 7:30 p.m. Central Standard Time on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

Email support is available by reaching our support team at [cityviewsupport@harriscomputer.com](mailto:cityviewsupport@harriscomputer.com)

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

### **Limitations**

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.

**Table 1. Service Level Agreement**

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
<b>1 (High)</b>	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> <li>• Users cannot login</li> <li>• Business process halted</li> </ul>
<b>2 (Medium)</b>	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> <li>• Cannot print</li> <li>• Cannot process payments</li> <li>• Application response is exceptionally slow</li> </ul>
<b>3 (Normal)</b>	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> <li>• Non critical feature not working</li> <li>• Feature works but requires user intervention</li> </ul>
<b>4 (Info.)</b>	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> <li>• Help file clarification</li> <li>• Form design not in production</li> </ul>

\* Response time targets are during business hours only.

**Obtaining More Information**

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at [cityviewsupport@harriscomputer.com](mailto:cityviewsupport@harriscomputer.com).