

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____
 Budget Account Exp No: Fund ___ Dept. ___ Unit ___ Obj. ___ Prog. ___
 Rev No: Fund ___ Dept. ___ Unit ___ Rev. ___ Prog. ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*No fiscal impact. Per Exhibit C, fees and payments are resolved with third party purchaser UASI – City of Miami Fire Rescue-Division of Emergency Management.

C. Departmental Fiscal Review: _____
MB

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><i>Lisa Muth</i> 1/11/2023 OFMB JA IIII M-11/11</p>	<p><i>Dr. J. Faust</i> 1/17/23 Contract Dev. And Control Feb 1/11/23</p>
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B. Legal Sufficiency:

Anne Delgant 1/18/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background and Justification continued from Page 1: WebEOC® is essential for managing emergencies and disasters, and connecting to the Florida Division of Emergency Management (FDEM) for the seamless coordination and exchange of information. WebEOC® is used by county departments, partner agencies, municipalities, other counties, and FDEM. WebEOC®, through WebFusion™, is used to coordinate disaster response throughout Region 7 and its four counties: Monroe, Miami Dade, Broward and Palm Beach. WebEOC® and ESi WebFusion™ products are used by DEM for day-to-day operations and during any disaster event.

**ESI ACQUISITION, INC.
END USER LICENSE AGREEMENT
LOCAL IMPLEMENTATION**

This **End User License Agreement** (the "**Agreement**"), effective this ____ day of _____, 2022 ("**Effective Date**"), is made by and between **ESi Acquisition, Inc. ("ESi")**, a Delaware Corporation with its principal place of business located at 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303 and **Palm Beach County ("Licensee")**, a Political Subdivision organized under the laws of the State of Florida having its principal place of business 20 S Military Trail, West Palm Beach, FL 33415.

Upon execution of this Agreement by both Parties, Client understands and acknowledges: (i) no new Software is being provided to Client pursuant to this Agreement as Client already received a license the ESi WebEOC® Software identified on Exhibit A to this Agreement and this Agreement is for a renewal of such WebEOC Software; and (ii) any previously executed agreements, including, without limitation, the End User License Agreement, dated August 05 ,2015 (collectively, the "Prior Agreement") by and between the Parties for the WebEOC Software License/Subscription and related services thereto shall be terminated and replaced by this Agreement in all effects. Any payment obligations set forth in such Prior Agreements shall remain due and payable and shall be survive such termination. This agreement also introduces the Terms and Conditions of Juvare Exchange, as found on Exhibit E

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License Agreement. This is a license agreement and not an agreement for sale. As of the Effective Date of this Agreement (defined above), this Agreement covers the WebEOC® Software and services (including Support Services) that Licensee purchases from ESi as a provider of the Software governed by this Agreement ("**Services**") pursuant to Exhibits incorporated herein or Statements of Work hereto that are executed and/or agreed upon by both parties and expressly references this Agreement. Licensee agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ESi regarding future functionality or features.

2. Definitions. Unless otherwise defined within this Agreement (including, without limitation, an Exhibit incorporated herein), or any Statements of Work to this Agreement, the capitalized terms used in this Agreement shall have the meanings set forth below:

- a. "**Administrator**" means an employee, officer, director or consultant of Licensee to whom Licensee has provided a named user account and certain rights to administer the Software on behalf of Licensee.
- b. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party hereto.
- c. "**Consulting Services**" means the installation, implementation, training, and other non-recurring services as set forth on Exhibit D hereto; Consulting Services do not include Support Services.
- d. "**Derivative Work(s)**" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.
- e. "**Documentation**" means the user manuals, specifications, requirements, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, maintenance or update of the Software and Services provided hereunder.
- f. "**Installation**" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Licensee's first use of the Software in a live production environment, or (iii) 90 days following the date of Licensee's execution of this Agreement (or if for an amendment, Exhibit or Statement of Work adding Software License(s) under this Agreement, the Licensee's execution of such subsequent amendment, Exhibit or Statement of Work).
- g. "**License**" means certain limited rights to use the proprietary ESi Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth on Exhibit A hereto.
- h. "**Module**" means a proprietary set of status boards developed by ESi for use with selected ESi WebEOC branded software which are designed to address a common functional need.
- i. "**Party**" means ESi or the licensee individually and "**Parties**" shall mean ESi and the Licensee collectively.
- j. "**Software,**" means, individually and collectively, the software licensed to Licensee from ESi as identified on Exhibit A hereto and Software Updates to such software.
- k. "**Software Support Plan**" means the Support Services plan purchased by Licensee and provided by ESi pursuant to the Fees, if any are for the Software Support Plan, on Exhibit C to this Agreement.
- l. "**Software Updates**" means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Licensee pursuant to an active Software Support Plan.
- m. "**Standard Business Hours**" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESi.
- n. "**Sub-Administrator**" shall mean as set forth in Section 6 of this Agreement.

Confidential and Proprietary

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Page 1 of 20

- o. "Support Services" means the technical support services provided by ESI pursuant to Section 11, Exhibit B and Exhibit C to this Agreement. May also be referred to as "Software Support Services."
- p. "Surge Capacity Plan" means an optional emergency response program which permits Licensee to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.
- q. "Term" means as set forth in Section 5 and Exhibit A of this Agreement.
- r. "Travel Expenses" means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by ESI in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by ESI resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by Licensee to the applicable dates for performance of the relevant Services.
- s. "User" means an authorized employee, contractor or affiliate of Licensee to whom Licensee has provided a named user account for the Software.

3. **Ownership and Licensing Authority.**

Ownership of, and title to, the Software and Documentation shall be held by ESI and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESI and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement. The owner of any third-party software, if any, licensed or utilized with the Software hereunder shall have the right to enforce this Agreement to the extent permitted by applicable law. "WebEOC" is a registered trademark of ESI Acquisition, Inc., all rights reserved.

4. **Grant of License.** ESI grants to Licensee, and Licensee accepts, subject to the terms and conditions in this Agreement, including, without limitation, Licensee's payment obligations, a limited non-exclusive, non-transferable, non-sublicensable, revocable term License to use the Software and Documentation for the permitted uses during the Term. Except as expressly authorized in this Agreement, Licensee shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.

5. **Term.** The Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue through the sooner to occur of: (i) termination of this Agreement pursuant to the terms hereof, or (ii) expiration of the Term of the License to the Software as set forth in Exhibit A (Exhibit A is herein incorporated and made part of this Agreement by this reference).

6. **Permitted Uses.** Licensee's, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:

- a. Licensee may install and use one (1) Instance of the Software on one (1) Machine. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").
- b. Licensee may use the Software and Documentation solely for Licensee's internal business purposes.
- c. Licensee also may make one (1) copy of the Software for back-up or archival purposes.
- d. Licensee also may install the Software to support "non-production" software development cycle activities if a non-production license is granted to Licensee pursuant to this Agreement as set forth in Exhibit A to this Agreement.
- e. If Licensee requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.
- f. The Software is licensed on a named and active user basis. Each User shall have a unique user account. User accounts, usernames and passwords shall not be shared, and may not be changed more than once per month. Licensee may provide access to the number of Users, including, without limitation, Administrators and Sub-Administrators, if any, as expressly set forth in Exhibit A to this Agreement. User counts are based on the number of unique log-ins each month. ESI shall have the right to conduct regular audits of Licensee compliance with the number of Users permitted under this Agreement. Licensee agrees to promptly provide ESI with the information and access required by ESI, if any, to complete such audits. Such audits shall be conducted at ESI's expense, except that Licensee shall be responsible for reimbursing ESI for all reasonable audit expenses if Licensee shall be found in violation of the User limits set forth in this Agreement. Licensee shall be in violation of User limits if the number of Users during any month covered by the audit is greater than the number of Users permitted in Schedule A and such increase in Licensee is not supported by a Surge Capacity Plan.

- g. Administrators and Users shall have different rights to access the Software:
- i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
 - ii. "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Exhibit A to this Agreement and if Licensee has subscribed to the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If Licensee elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which ESI may elect to make available from time to time shall be discontinued.
 - iii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
- h. Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Licensee and Licensee may not grant such rights to any third party.
- i. Licensee may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.
- j. If the Licensed Software includes the WebEOC Enterprise Software or the WebEOC Professional Software, Licensee may use the WebEOC BoardBuilder tool to copy, modify and create WebEOC Software forms and templates ("Status Boards") and Licensee may distribute, in printed form or as electronic media, the Status Boards to Licensee's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Licensee. Status Boards shall be considered Derivative Work(s) of the Software and Licensee shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC BoardBuilder tool, and Licensee shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by Licensee shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESI and its third-party licensors: "This work includes the intellectual property of ESI Acquisition, Inc. and its licensors and is provided under license. Copyright © 2002-2019, ESI Acquisition, Inc. and its licensors. All rights reserved."
- k. Licensee may, at its option and according to the terms of the ESI standard price list, obtain a Disaster Recovery Software License to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software License is required for each Target server. A Disaster Recovery Software License may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Licensee is not required to obtain additional licenses for Software plug-ins, modules or interfaces installed on a redundant licensed Machine.
- l. Permitted uses of WebEOC Fusion Software vary from the terms set forth in items (a) through (l) of this Section 6. Licensee may install and place in production one (1) copy of WebEOC Fusion Software on one (1) source server and one (1) target server. Licensee may make one (1) copy of the WebEOC Fusion Software for back-up or archival purposes, or Licensee may install a second copy of the WebEOC Fusion Software on a second Machine if only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of licensed Instances of WebEOC Fusion Software (or number of WebEOC Fusion Software licensees) which may be connected by a single instance of WebEOC Fusion Software, provided that (i) only the Licensee of the WebEOC Fusion Software has administrative privileges and administrative access to the WebEOC Fusion Software and (ii) Licensee has paid to ESI all applicable connection fees.

7. **Protection of Software.** Licensee agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade

secrets of ESI and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Licensee. Licensee agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Licensee will not allow third parties to do so. Licensee may not, nor allow third parties to, modify or alter the Software in any way.

8. Confidentiality.

8.1 Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Discloser") and the other party shall receive ("Recipient") certain Confidential Information of the Discloser. The term "Confidential Information" shall mean any and all information that the Discloser discloses to the Recipient in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to ESI, the ESI Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to Licensee, the Licensee's Information, as well as any other information that the Discloser clearly communicates to the Recipient as confidential.

8.2 Duties with Regard to Confidential Information. The Recipient agrees that it will only use the Discloser's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Discloser's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Recipient sufficient to enable the Recipient to require such persons to comply with the Recipient's confidentiality obligations hereunder. The Recipient agrees that it will treat all of the Discloser's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

Notwithstanding the foregoing or ESI's obligations elsewhere in this Section, Licensee understands that ESI does not require any information for the performance of Services hereunder other than telephone numbers and applicable account ID's, and that ESI cannot guarantee the security of Licensee Information when added to the Juvare Exchange, stored on Licensee's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. ESI shall not be liable or responsible to Licensee or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Licensee on the System, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers, unless caused by ESI's acts or omissions. Additionally, ESI shall not be responsible for any breach of security or confidentiality caused by Licensee's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

8.3 Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient or its personnel; (b) has been or is obtained by the Recipient from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Recipient without reliance in any way on the Discloser's Confidential Information; or (d) has been approved for unrestricted release by the Discloser in writing. Additionally, the Recipient may disclose the Discloser's Confidential Information where the Recipient is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Recipient has first notified the Discloser in writing as soon as is commercially reasonable of such requirement to disclose the Discloser's otherwise Confidential Information in order to permit the Discloser to seek confidential treatment of such information. Additionally, Licensee agrees to reimbursement ESI at its then current hourly rate for such services for the number of hours spent by ESI responding to legal requests for Licensee Information in ESI possession.

8.4 Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Recipient acknowledges that the Discloser shall have the right to take all reasonable steps to protect the Discloser's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Recipient does not fulfill its obligations under this Section.

8.5 Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Agreement for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the Discloser or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential

Information consisting of the Discloser's Licensee information or ESI's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6 Termination of This Agreement. To the extent allowed by law, upon termination of this Agreement or upon the Discloser's written request, the Recipient agrees to terminate all use of the Discloser's Confidential Information and to either to return to the Discloser all copies of the Discloser's Confidential Information in its possession or under its control or to provide the Discloser with written notice from one of the Recipient's authorized representatives certifying that all copies of the Discloser's Confidential Information in the Recipient's possession or control have been destroyed; provided, however, the Recipient may (at its option, but not its obligation) keep a copy of the Discloser's Confidential Information in its archives, and the provisions of this Section 8 shall continue with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

9. **Proprietary Interests.** The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESI and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESI and/or its third-party licensors. Licensee shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Licensee nor attempt to do any of the foregoing. Licensee shall not translate any of the ESI trademarks into any other language or alphabet. Notwithstanding the foregoing, Licensee shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Licensee using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Licensee. Licensee acknowledges and agrees that ESI may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.
10. **Copying of Documentation.** Licensee may make as many copies of the Documentation as necessary for Licensee's internal purposes, provided that (i) Licensee shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESI trademark or logo in the Documentation, or eliminate any references to ESI Acquisition, Inc., WebEOC or other Software in the Documentation, (ii) Licensee shall reproduce and distribute the ESI copyright and notices page contained in the Documentation with all such copies, and (iii) maintains the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.
11. **Support Services.** During the Term of this Agreement and provided Licensee is not in violation of this Agreement (including, without limitation, its payment obligations hereunder), ESI will provide the Support Services as expressly identified on Exhibit C to this Agreement consisting of the following: (i) ESI will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to ESI's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with ESI's then current policies. All Software Updates received by Licensee shall be subject to the terms of this Agreement. Support Services are further defined on Exhibit B hereto; Exhibit B is herein incorporated and made part of this Agreement by this reference. Support Services shall not include, and ESI shall not be responsible for, failures of the Software to perform consistent with this Agreement, the Documentation, and other details set forth in any Statements of Work hereto in all material respects resulting from or caused by Licensee, Licensee's hardware and equipment, Licensee's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement. In the event Licensee does not pay for Support Services, Licensee shall not receive any Support Services; in the event that Licensee does not pay for Support Services for a period of time and then Licensee elects to renew Support Services, Licensee shall pay, and ESI shall invoice, the fees for the period of time that the Licensee allowed the Support Services to lapse plus ESI's then current fees for lapsed Support Services on such amounts.
12. **Consulting Services.** ESI will provide the Consulting Services expressly set forth in the Statement of Work for such services identified in Exhibit D attached hereto, if any, for the Fees for such professional services, if any, as set forth in Exhibit C and the Exhibit D; Exhibit D is herein incorporated and made part of this Agreement by this reference.

13. Warranty.

13.1 Warranty by ESI. For new Software licensed pursuant to this Agreement (for instance, merely adding additional User licenses for use with the Software would not be considered new Software), ESI warrants that, for a period of 60 days from the Installation (the "Software Warranty Period"), the Software, when used in accordance with the applicable Documentation and this Agreement, will perform in compliance with the specifications for such Software as set forth in the Documentation in all material respects. In the event the Software fail to perform as warranted herein during such Software Warranty Period, and ESI receives written notice of such failure from Licensee following the first occurrence of such failure (and in all events prior to the expiration of the Software Warranty Period):

- a. ESI shall use all reasonable efforts to correct any reproducible error condition reported to ESI in such written notice during the Software Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
- b. if ESI is unable to resolve such failure to comply with the warranty as provided above through either a correction or reasonable work around, Licensee may terminate the applicable order only (in its entirety) without penalty or liability for any amounts payable (other than charges and fees incurred prior to the effective date of such termination) on written notice to ESI that is received by ESI within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty, and ESI shall, within thirty (30) days following the effective date such termination, refund to Licensee the pre-paid unused amounts paid by Customer pursuant to the terminated order during the 60 day period prior to the effective date of such termination. Additionally, to the extent not already waived or expired as provided above, all rights of termination by Licensee pursuant to this Section shall expire to the extent ESI has not received a written notice of termination pursuant to this Section prior to the expiration of the Software Warranty Period;
- c. In the event of termination of an order as provided in this Section, Licensee shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination; and
- d. The limited warranty provided hereunder (including ESI's obligations to restore Software and provide corrections and Licensee's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than ESI (or its contractors or agents), modified at Licensee's request, or not used in accordance with the requirements of this Agreement, the Documentation and Statements of Work. ESI does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy Licensee's requirements.

This Section sets forth Licensee's sole and exclusive remedy, and ESI's entire liability, for the failure of the Software to satisfy the warranty described in this Section 13. Any refunds pursuant to this Section shall be applied against any limitations of liability set forth in this Agreement.

ESI shall have no obligations pursuant to this Section 13 for claims under this Section 13 for which Licensee does not provide ESI written notice prior to the expiration of the Software Warranty Period.

In addition to the terms above, any termination of an initial Quote or Order pursuant to this Section 13 shall also terminate this Agreement.

13.2 Warranty by Licensee. Licensee represents and warrants that (a) the performance of its obligations and use of the Software by Licensee and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, ESI's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with ESI's systems or the use of any services or systems by other ESI's licensees or customers; (c) it will not provide or enter any Licensee data or information into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any Licensee data or information into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing Licensee warranties, in addition to any other remedies available to ESI in this Agreement, and available to ESI at law or in equity, ESI will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by ESI to prevent any harm to ESI, its customers and/or its business, Licensee and its Authorized Users. ESI will provide to Licensee notice and an opportunity to cure the breach if practicable, depending on the nature of the breach. Once cured, ESI will restore the Software or access to the Software and if there are any additional costs for such restoration, such costs will be invoiced to Licensee at ESI's then current rates for such services and Licensee agrees to pay such invoices pursuant to the payment terms used herein.

14. Disclaimers.

14.1 ESI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

14.2 THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA.

14.3 The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESI EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

15. Fees and Payment Terms.

15.1 Payment; Late Payment. All amounts are due and payable by Licensee to ESI as set forth in Exhibit C hereto (unless alternative payment terms are mutually agreed up on by the parties). Exhibit C is herein incorporated and made part of this Agreement by this reference. Any payments not received by ESI within forty-five (45) days after the date of the applicable invoice (or as otherwise due under the applicable Exhibit C or Quote) will be considered past due and will accrue a late fee of 1.5% (or, if less, the highest amount allowed by applicable law) for failure to pay such invoiced amount within forty-five (45) days of the applicable invoice date and for each thirty (30) day period thereafter that such amounts remain past due and owing.

15.2 Travel Expenses and Additional Charges. To the extent that the Software and services provided hereunder may require ESI to travel, Licensee shall pay Travel Expenses reasonably incurred by ESI in connection with such travel and in accordance with Florida Statute, 112.061. ESI shall invoice Licensee for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Licensee elect to: (a) use the Software on more than one (1) Licensed Machine; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) license additional Software; (e) upon renewal; or (f) as otherwise required by this Agreement. Such additional charges shall be as set forth in such mutually agreed upon Quote or amended Exhibits or order form to this Agreement.

15.3 Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Period (as defined in Exhibit A) or a then current Renewal Period, ESI may notify Licensee of the current fees for Software and Support Services, and invoice Licensee for such fees for the Renewal Period so that such amount is due and payable prior to the commencement of such Renewal Period. ESI shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.

15.4 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of ESI under this Agreement, ESI reserves the right to immediately suspend Licensee's access to and use of the Software and the Services (including, without limitation Support Services), without notice to Licensee, if any charges or fees payable to ESI are past due and not paid within the time frame set forth in Section 15.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Licensee agrees that ESI shall have no liability to Licensee, and Licensee waives any claim or action against ESI in the event of suspension or termination of access to or use of the Software and the Services for Licensee's failure to timely pay all amounts. Licensee's payment obligations shall continue during any period of suspension pursuant to this Section.

15.5 Taxes. All amounts charged by ESI are exclusive of, do not include, and Licensee shall be solely responsible for payment of, all sales, excise, use, value added, withholding, import or other taxes, tariffs and duties which are imposed to the Software and Services by or under the authority of any government or any political subdivision thereof, except for any taxes based upon ESI's net income, assets or worth. ESI shall invoice Licensee for amounts it is obligated to collect or is allowed to recover as such taxes, tariffs and duties. Licensee's obligations for the payment of taxes, tariffs and duties payable hereunder shall survive the expiration or termination of this Agreement. If the transaction or the Licensee is exempt from taxes, ESI will not charge tax provided that Licensee timely provides ESI with a valid exemption certificate or other evidence of such exemption in a form reasonably acceptable to ESI. To the extent permitted under applicable laws and regulations, ESI will not charge tax on transactions for the electronic delivery of the Software and Services. All payments due from Licensee shall be made without any deduction or withholding on account of any Taxes, charge or penalty, except required by law, in which case the sum payable by Licensee from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making

such deduction or withholding, ESI receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

16. Limitations of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ESI (INCLUDING ITS AFFILIATES) EXCLUDING NEGLIGENCE OF WILLFUL MISCONDUCT SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL ESI'S (INCLUDING ITS AFFILIATES) AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED \$300,000.00 (THREE-HUNDRED THOUSAND DOLLARS) THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. ESI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT LICENSEE'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

17. Termination.

17.1 Termination for Cause. This Agreement or any Exhibit or Statements of Work hereto may be terminated as follows:

- (a) by ESI upon the breach by Licensee of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Licensee has received written notice thereof,
- (b) by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has not been cured within thirty (30) days after the breaching party has received written notice thereof (provided, however, that there shall be no cure period in the event of a breach by Licensee of its obligations related to ESI's intellectual property), or
- (c) by ESI if all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors or Licensee files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Exhibit or Statement of Work, the non-breaching party may elect to terminate only the affected Exhibit or associated Statement of Work, in which case this Agreement and other, if any, Exhibits and/or Statements of Work will remain in full force and effect. A breach of the terms of this Agreement, an Exhibit or a Statement of Work by a User shall be deemed to be a breach of the terms of this Agreement by Licensee.

17.2 Effective Date of Termination for Cause. Termination for cause based upon 17.1(a) above shall be effective on the 6th day after Licensee received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 17.1(b) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; provided, however, if a breach under 17.1(b) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 17.1(c) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

17.3 Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Statements of Work and Exhibits, and termination of all outstanding Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Statements of Work and Exhibits for any reason, any amounts owed to ESI under this Agreement or any Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and

Travel Expenses). All Services and all Software licenses and rights granted under this Agreement and all Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Services and all licenses and rights granted pursuant to an applicable Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Statements of Work and Exhibits. Upon termination of this Agreement, ESI will immediately cease performing all Services and terminate Licensee's and its User access to the Software. ESI shall have no obligation for retaining or maintaining a copy of any such Licensee's Information or data from the Software following the date of expiration or termination of the Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. ESI shall be entitled, without further liability, to destroy all such Licensee's Information or data from the Software following the date of expiration or termination of the Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

17.4 Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, ESI shall have the right, without notice to Licensee, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Statements of Work and Exhibits hereto by Licensee or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Licensee, ESI or its suppliers or third party service providers, or (iii) any change in law that renders ESI provision of the Software unlawful or otherwise non-compliant with applicable law. Licensee's payment obligations shall continue during any period of suspension pursuant to this Section. Licensee agrees that ESI shall have no liability to Licensee, and Licensee waives any claim or action against ESI, in the event of termination of access to the Software as provided in this Agreement. ESI shall make reasonable efforts to restart such access upon Licensee's cure or correction of the event of default or breach unless it has already terminated this Agreement or any Statements of Work and Exhibits as provided hereunder. Licensee shall reimburse and pay to ESI all charges, expenses and fees incurred by ESI or payable by ESI to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

17.5 Survival. In addition to provisions not listed in this Section 17.6 that shall survive by the nature of the provision and the content, the following provisions shall survive the termination or expiration of this Agreement: Section 3 (Ownership), Section 4 (Grant of License), Section 8 (Confidentiality), Section 9 (Proprietary Interests), Section 10 (Copies of Documentation), Section 13.2 (Warranty by Licensee), Section 14 (Disclaimer), Section 16 (Limitation of Liability) Section 17 (Termination), Section 17.2. Section 18 (Export Controls), Section 19 (U.S. Government Rights) and Section 21 (General Terms and Conditions).

17.6 The termination of this Agreement shall not relieve the Licensee of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of the Agreement (as provided in herein).

18 **Indemnification.**

18.1 By ESI. ESI shall, at ESI's sole cost and expense, defend Licensee against third party claims, including but not limited to claims that the Software provided hereunder by ESI infringes such third party's U.S. patent or copyright or any third party claims arising out of ESI's acts or omissions (or other jurisdiction as agreed to in writing by both parties), and ESI shall pay damages that a court finally awards to such third party to the extent based on such claims or is agreed to by ESI in settlement of such claims, provided that (i) Licensee provides ESI prompt written notice of such claims, (ii) ESI controls the defense and settlement of such claims, and (iii) Licensee, at ESI's expense, reasonably cooperates with ESI in the defense and settlement of such claims. ESI's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by Licensee, its Users, agents, representatives, employees or by third parties under Licensee's direction or control; (b) additions, changes or modifications to the Software by or on behalf of Licensee except for any additions, changes or modifications made by ESI or its Suppliers on ESI's behalf; (c) incorporation of the Software or any component thereof into any other product or process; or (d) use of the Software other than as permitted by this Agreement or the applicable Quote or Order. Should the Software become, or in ESI's opinion, be likely to become the subject of any such suit or action for infringement for which ESI is responsible under this Section, or if Licensee is enjoined from using the Software, ESI shall, at ESI's sole option and expense, (x) procure the right to continue providing the Software; (y) replace or modify such Software so that they become non-infringing and functionally equivalent; or (z) may terminate that portion of the allegedly infringing Software on written notice to Licensee. This Section states ESI's entire liability for infringement claims relating to the Services, Software, or Support Services. This section 18.1 is not subject to the limitation of liability provided in section 16 of this agreement.

19. **Export Controls.** Licensee acknowledges that the Software and Documentation are subject to United States export laws. Licensee shall not, nor shall Licensee authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Licensee expressly agrees that Licensee shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Licensee represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Licensee, are persons or entities subject to such U.S. export controls. Licensee agrees to defend, indemnify, and hold harmless ESI from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by ESI with respect to any of Licensee's export or re-export activities contrary to the foregoing instructions.
20. **U.S. Government Rights.**
- 20.1** If Licensee is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Licensee's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.
- 20.2** The Software and Documentation are commercial computer software and commercial computer software documentation. Licensee shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESI Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Licensee agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESI and/or its third-party licensors and are not subject to disclosure.
21. **General Terms and Conditions.**
- 21.1** Entire Agreement; Waiver. This Agreement (including any Exhibits, attachments and schedules hereto) and Statements of Work set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Exhibit or Statement of Work. Any provisions, terms or conditions on Licensee's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon ESI and shall have no applicability hereunder. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 21.2** Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by ESI at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction Palm Beach County, Florida. Both parties shall consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Florida or of the United States. If Licensee acquires the License in a country other than the United States or its territories, local law may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.
- 21.3** Assignment. Licensee may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESI and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. ESI may at any time and without Licensee's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with ESI. This Agreement shall be binding on each party's successors and permitted assigns.
- 21.4** Change in Subcontractors. ESI has the right to change, modify and otherwise convert services providers and subcontractors (including, without limitation, its affiliates) used to provide the Services and terms

under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.

21.5 Interpretation. In the event of a conflict between this Agreement and the terms of any Exhibit or Statement of Work attached hereto, the terms of the Exhibit or Statement of Work shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work, attachments, and schedules together with this Agreement shall be interpreted as a single document.

21.6 Force Majeure. No breach of any obligation of ESI in this Agreement or an Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control of ESI, including without limitation, "acts of god" (such as earthquake, natural disaster, or flood), war, terrorists' acts, riot, theft, labor disputes, government regulations, curtailment of transportation, or a cause making ESI's performance impossible or commercially impracticable or the like.

21.7 Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.

21.8 No Implied Licenses. There are no implied licenses under this Agreement. Neither party shall exceed the scope of the licenses granted hereunder. ESI reserves all rights not specifically granted to Licensee.

21.9 Notice. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to ESI shall be directed to the attention of the President/CEO of ESI, with a copy of all such notices also sent to ESI to the attention of ESI's General Counsel at the same address as ESI. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.

21.10 Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

21.11 No Third-Party Beneficiaries. ESI and Licensee agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

21.12 Headings. The headings used in this Agreement, Exhibits, and Statements of Work are solely for convenience and shall not be considered in its interpretation.

21.13 Authorized Signer. Each party represents that the person signing this Agreement, or any Exhibit or Statement of Work hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit or Statement of Work hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESI.

21.14 Incorporation by Reference. Any Attachments to this Agreement and any Exhibit or Statement of Work now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.

21.15 Amendments. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.

21.16 Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.

21.17 Publicity/Use of Trademarks. ESI and Licensee herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. ESI may, without obtaining Licensee's prior written consent, place Licensee's name on a list of ESI's customers.

21.18 Non-Solicitation. Licensee shall not, without ESI's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by ESI and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with ESI, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any former or current employee of ESI or its Affiliates that provided services on behalf of ESI hereunder or that Licensee became aware of or came into contact with during ESI's performance of its obligations under this Agreement.

21.19 Compliance with Laws. ESI shall comply with all federal, state and local laws, rules, regulations and ordinances as they apply to the services being provided by ESI under this agreement.

Revised 1/28/21

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESS:

ENTITY:

DocuSigned by:
Alexander Zubrowski
Signature

ESi Acquisition, Inc.
Company Name

Alexander Zubrowski
Name (type or print)

DocuSigned by:
Nicholas Meeks
Signature

DocuSigned by:
Claudine Stafford
Signature

Nicholas Meeks
Typed Name

Claudine Stafford
Name (type or print)

Executive VP & CFO
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Helgard
County Attorney



(corp. seal)

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Stephanie
Department Director

EXHIBIT A TO END USER LICENSE AGREEMENT

1. Term of the Software License

The License to the Software set forth on this Exhibit A shall commence on the Agreement Effective Date set forth above and continue thereafter for a period of **Five (5) years** (the “**Period**”) “**Term**” means the Period of the License to the Software as set forth herein. Any such non-renewal shall be effective as of the end of the Initial Period, as applicable, following the expiration of such 60-day notice period.

2. Licensed Software

Licensee has licensed the following Software:

Number of Licensed Machines	Software
1	WebEOC® Software – Professional Version; Includes: <ul style="list-style-type: none"> • ESiWebFUSION • WebEOC®Dashboard • Board Data Manager

Licensee also may install the Software to support “non-production” software development cycle activities:

Number of Licensed Machines	Purpose
1	Development/testing of Software Updates prior to placing in production (internal use only)
1	Training (internal use only)
1	Disaster Recovery

3. Authorized Number of Users

Licensee may provide access to the following number of Administrators and Users:

User Type	Qty of Users
Administrators – <i>per named user</i>	Unlimited
Sub-Administrators – <i>per named user</i>	10
Users – <i>per named user</i>	Unlimited (inclusive of Administrators and Sub-Administrators)

4. Surge Capacity Plan

Surge Capacity Plan has been purchased for the Term: Yes No

5. Emergency Response Program

Emergency Response Program has been purchased for the Term: Yes No

/End of Exhibit A

**EXHIBIT B TO END USER LICENSE AGREEMENT
DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE**

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):

- 1) **Telephone Assistance:** Licensee's "Support Contact" (as defined below) may contact the Juvare Support Center for telephone assistance to seek advice relating to the use of the Software and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services (as defined below) shall be available during Standard Business Hours.
- 2) **Problem Assistance:** Licensee may submit problem assistance requests for Software assistance via the published ESI's support escalation procedures. ESI will notify Licensee if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 3) **Software Updates:** ESI, at no additional charge, will provide Software Updates for the Software as such Software Updates are made generally available to other ESI customers receiving Support Services. Any training required by Licensee related to such Software Updates and subsequent versions of the Software may be provided for an additional charge. ESI shall provide Licensee with downloadable Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e., patches provided to correct software anomalies), point releases (i.e., modifications to current generation of software including enhancement and improvements), and level releases (i.e., new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESI as independently priced items. For Modules, ESI, at no additional charge, will provide Software Updates for Modules as such Software Updates are made to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software. ESI shall not provide for any enhancements to the Module unless agreed to in writing by both parties and upon payment of the fees for such enhancements.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Licensee's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Licensee) may contact the Juvare Support Center pursuant to ESI's escalation support procedures. Such support procedures include contacting the Juvare Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by ESI or an ESI-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through <https://www.juvare.com/customers/technical-support>, a "Licensee only" web forum. Support Services may be accessed by Licensee by calling the Support Center via (877) 771-0911 or by electronic mail at support@juvare.com (subject to updates and changes by ESI).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Licensee while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by ESI).

Licensee may request performance of additional services by ESI. Such services shall be invoiced separately by ESI at ESI's then current rate for such services and Travel Expenses, if applicable.

Limitations on Support Services. ESI will provide Support Services for only the current version of any Software. Licensee is obligated to promptly implement all Software Updates, work arounds and error corrections provided by ESI.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alterations to the Software not authorized by ESI;
2. Unless otherwise agreed in an Exhibit, Quote or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESI, including applications design or recommendations by Licensee;
3. Software problems created by Licensee negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESI's [Terms & Conditions](#);
4. Software problems caused by or related to a change in Licensee's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Licensee should notify ESI prior to changing its service provider to enable ESI to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Licensee at the then-current ESI's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products: training; installation of plug-ins, boards or modules; API support; Board building; and
7. Licensee's failure to allow for the prompt implementation of error corrections, Software updates, or any work-around provided or made available by ESI (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant error or where such error does not occur when using such more recently released version or release of the Software).

Licensee Responsibilities. Licensee agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Licensee's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding ESI business day.

/End of Exhibit B

Confidential and Proprietary

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Page 14 of 20

EXHIBIT C TO END USER LICENSE AGREEMENT
FEEES AND PAYMENT SCHEDULE

Fees and Payment schedule for the purchase of items in Exhibit A shall be resolved with third party purchaser:
UASI -City of Miami Fire-Rescue - Division of Emergency Management

/End of Exhibit C

EXHIBIT D TO END USER LICENSE AGREEMENT

STATEMENT OF WORK - No. _____

(intentionally blank – will be amended if a Statement of Work becomes necessary)

/End of Exhibit D

EXHIBIT E TO END USER LICENSE AGREEMENT
JUVARE EXCHANGE® SUBSCRIPTION

This **Exhibit E – Juvare Exchange® Subscription** is governed by, incorporated into, and supplements the terms and conditions of that certain **End User License Agreement** (the “**EULA**”), by and between ESI and County. Unless defined herein, all capitalized terms shall mean as defined herein. Unless expressly excluded herein, this Exhibit E shall be subject in all respects to the terms of the EULA. In the event of any conflict between the terms of this Exhibit E and the EULA, the terms of this Exhibit E shall govern for purposes of this Exhibit E, the Subscription and the Services provided hereunder.

1.0 Overview – Juvare Exchange

The Juvare Exchange® is a new product offering, on a subscription basis, where ESI will provide a hosted environment for ESI product subscribers, including the Juvare Exchange, to share data in real time to coordinate more efficiently within and outside of their organizational network and across sectors.

Ownership of, and title to, the Juvare Exchange shall be held by ESI and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESI shall retain all rights, title and ownership not granted herein to all copies of the Documentation provided pursuant to this Exhibit E. “**Juvare Exchange**” and “**JX**” are trademarks of ESI or its affiliate, Juvare, LLC. All rights reserved.

2.0 Juvare Exchange Subscription

During the Term (as defined below) of this Exhibit E, ESI will provide County with use and access to the Juvare Exchange on a Software-as-a-Service (SaaS) subscription basis (the “**Subscription**”).

Subject to County’s compliance with the terms and conditions of this Exhibit E, including, without limitation, the County’s payment of its payment obligations set forth in Exhibit C, ESI grants to County a limited, non-exclusive, non-transferrable, and non-sublicensable right during the Term to: (i) access and use the Subscription for its internal, business purposes; and (ii) use the Documentation in support of such access and use of the Subscription.

3.0 Juvare Exchange Services

Upon execution of this Exhibit E by the parties, ESI will provide County the following “**Services**”:

- a) ESI will activate County’s Subscription to the Juvare Exchange;
- b) ESI will assist County in creation of County’s Juvare Exchange Administrators and Users in County’s Instance of the WebEOC® Software (County must have an active license or Subscription to the WebEOC Software);
- c) ESI will assist County with the configuration of data mappings in County’s Instance of the WebEOC Software as needed to configure initial data connections to the Juvare Exchange;
- d) ESI will assist County with inspecting, testing and validating the data mapped from the County’s current Instance of the WebEOC Software to ensure that the connection to the Juvare Exchange is properly configured and working to share data with the Juvare Exchange;
- e) ESI will provide training services for County’s Administrators and Users; and
- f) ESI will provide Support Services for the Subscription as set forth in this Exhibit E.

4.0 Juvare Exchange Support Services

As part of the Subscription to the Juvare Exchange, ESI may provide any updates, patches, corrections, bug fixes, modifications, improvements, additions, upgrades, and/or any enhancements to the Subscription (including, but not limited to, new features and functionality, as deemed necessary by ESI) and Documentation, that are made generally available to ESI’s client base (“**Updates**”), and such Updates will be deemed, as applicable, part of the Subscription and/or Documentation thereto. During the time period of implementing any Updates and for a time period thereafter, ESI shall not be liable for any failures of the Subscription or Documentation to comply with the warranty as provided herein or for County’s access to the Subscription. Notwithstanding anything to the contrary in the EULA, no service level agreement or response time or uptime guarantees in the EULA shall apply to the Subscription.

5.0 Juvare Exchange Services Deliverables

1.1 The following Services deliverables will be provided as part of this Exhibit E:

- a) Summary of tasks completed;
- b) Subscription to Juvare Exchange;
- c) Services, including, without limitation, the Support Services;
- d) "Documentation," including, without limitation, the user manuals, specifications, requirements, process plans, training materials and other documentation created for the Juvare Exchange; and
- e) No other deliverables are provided hereunder.

6.0 Subscription Term

The initial term (the "**Initial Term**") of the Subscription to the Juvare Exchange will commence on the Activation Date (as defined herein) and continue thereafter for a one (1) year period. Upon expiration of the Initial Term, the Subscription to the Juvare Exchange shall terminate and County shall cease all use and access to the Juvare Exchange; provided, however, in the event that ESI invoices County for a 12-month renewal of the Subscription to the Juvare Exchange and if County pays such invoice (with payment or with responding to the invoice with a purchase order), then it shall be deemed that the Subscription to the Juvare Exchange has renewed for such additional 12-month period.

7.0 County Responsibilities

County shall use the Subscription solely for County's internal business purposes, in compliance with applicable law, and shall only permit its authorized Users and Administrators to access and use the Subscription. The number of authorized Users to the Subscription cannot exceed the number of authorized Users that the County has purchased to the underlying ESI products. County shall only permit its authorized Users to access and use the Juvare Exchange and in no event shall County permit any competitor of ESI to access, use or view the ESI. County and its authorized Users are responsible for maintaining the confidentiality and security of the Login Credentials and for any access or use of the Juvare Exchange, including acts or omissions, of each individual User that County permits to use the Juvare Exchange. County shall immediately notify ESI in the event of any actual or suspected breach of any Login Credentials. County understands and acknowledges that its usernames will be visible and not protected or hidden from other Juvare Exchange subscribers or users.

County and its authorized Users, Administrators, employees, agents, contractors, officers, directors and third parties (collectively, the County's "Representatives") shall not and agree to not : (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription available to any third party, other than authorized Users in furtherance of County's internal business purposes as expressly permitted by this Exhibit E and the EULA; (ii) use the Subscription to process data on behalf of any third party other than County; (iii) modify, adapt, or hack the Subscription, or otherwise attempt to gain unauthorized access to the Subscription or related systems or networks; (iv) falsely imply any sponsorship or association with ESI, (v) use the Subscription in any unlawful manner, including but not limited to violation of any person's privacy rights; (vi) use the Subscription to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (vii) use the Subscription to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (viii) use the Subscription in any manner that interferes with or disrupts the integrity or performance of the Subscription, the underlying product, or the hosted services thereto and its components; (ix) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Subscription; (x) use the Subscription to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (xi) use the Subscription to store or transmit any "protected health information" as that term is defined in U.S. 45 C.F.R. 160.103 or "personal data" as that term is utilized in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95 46/EC (General Data Protection Regulation); (xii) use the Subscription to knowingly post transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (xiii) try to use, or use the Subscription in violation of this Exhibit E or the EULA.

County understands and acknowledges that the Subscription will not be error free or defect free and that ESI may utilize and incorporate County's comments, recommendations, notes and input ("Feedback") into the Subscription or other product offerings. Any Feedback shall become the intellectual property of ESI, and County shall assign to and assist ESI in transferring any rights or licenses to the intellectual property to ESI.

County represents and warrants it has the rights and abilities to grant ESI the ability to utilize the data and information County and its Representatives inputs and enters into the Juvare Exchange. County hereby grants to ESI, and other authorized users of the Juvare Exchange, an irrevocable and unlimited license to use the data and information County and its Representatives inputs and enters into the Juvare Exchange.. In no event shall ESI, its other clients and licensees and collectively or individually any of their affiliates, directors, officers, employees and subcontractors be liable or responsible for use of the data and information County and its Representatives inputs and enters into the Juvare Exchange upon County's execution of this Exhibit E.

Notwithstanding anything to the contrary in the EULA or in this Exhibit E, County understands and agrees (i) the data entered into the Juvare Exchange will not and cannot be removed or deleted from the Juvare Exchange for any reason, including, without limitation, termination of this Exhibit E or the EULA, and will not be returned to County for any reason, including termination of the EULA or this Exhibit E or expiration of the Term of the Subscription or the term for the underlying product(s); (ii) ESI may create and provide reporting and analytics on the data placed into the Juvare Exchange; and (iii) other Juvare Exchange subscribers will be able to view and use the data entered into or uploaded into the Juvare Exchange.

8.0 Assumptions

The parties agree to the following Assumptions regarding this Exhibit E, and the Subscription and the Services hereunder:

- a) County is an active, paying Support Services customer or an active, paying subscription customer.
- b) County’s access to the Subscription requires County to meet the requirements and specifications for County’s license to the underlying products or services, including, without limitation, being on the most recent version of such underlying product.
- c) ESI shall be entitled to immediately terminate County’s access to the Subscription in the event that any or all of the following occur: (i) County does not remit payment for subscription and/or Support Services for the underlying product; (ii) County or ESI terminate the subscription to the underlying Agreement; (iii) County or ESI terminate the license and/or Support Services for the underlying product; and (iv) County does not pay for the Subscription set forth herein.
- d) County can access web conferencing tools (e.g., WebEx or Zoom Meeting) for any remote meetings, training, and validation.
- e) County will provide a named Project Manager who will serve as the primary point of contact (“County POC”) for ongoing project planning and project communications efforts.

County POC	
Project Manager Name	Armen Gregorian
Title	Emergency Program Coordinator
Email	Agregori@pbcgov.org
Phone #	561-712-6483

- f) Any services provided by ESI under this Exhibit E shall be conducted during Standard Business Hours (as defined in this Exhibit E) at the Fees set forth in this Exhibit E (any services that the parties agree will be provided outside Standard Business Hours shall be subject to additional charges unless otherwise stated herein). The “**Standard Business Hours**” for this Exhibit E are 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday (excluding holidays).
- g) Scheduling of resources and services will be provided upon ESI’s receipt of this Exhibit E (executed by County). The dates for the performance of all services hereunder are subject to mutual written agreement of the parties.
- h) On-site services by ESI resources are not expected for purposes of this Exhibit E.**
- i) No new Software licenses shall be purchased by County pursuant to this Exhibit E and no new Software license rights or grants shall be delivered by ESI pursuant to this Exhibit E. County is receiving an access and use subscription.
- j) County is responsible for the dissemination or modification of Documentation to its authorized Users and Administrators.
- k) Any additional man hours of services required to be performed by ESI as a result of County’s failure to comply with its obligations hereunder, County delays, or County increases in the scope of services under this Exhibit E shall be invoiced to County at ESI’s then current rate for such services (and such charges are in addition to the charges set forth below). All invoiced charges are due and payable pursuant to the payment terms set forth in this Exhibit E (or, if none, then the terms of the EULA).
- l) Notwithstanding anything to the contrary in the EULA, the parties understand that (i) ESI may create and provide reporting and analytics on the data placed into and use of the Juvare Exchange; (ii) other Juvare Exchange users will be able to view and use the data in the Juvare Exchange; and (iii) upon data entering the Juvare Exchange, data cannot be removed from the Juvare Exchange or from access by other Juvare Exchange subscribers.

9.0 Warranty and Disclaimer

Notwithstanding anything to the contrary in the EULA, ESI warrants, for thirty (30) days following the date of activation of the Subscription (the “Activation Date”), that the Subscription will perform substantially in accordance with the Documentation when used in accordance with the Documentation and when used as authorized herein. In the event the Subscription does not comply with the above warranty and County provides ESI with written notice of such non-compliance during the Term, ESI will use reasonable commercial efforts to correct the non-conforming Subscription in accordance with the Documentation at no additional charge to the County. The foregoing remedy is County’s sole and exclusive remedy in the event the Subscription fails to comply with the Documentation.

NOTWITHSTANDING THE LIMITED WARRANTY IN THIS SECTION 10.0 AND ANYTHING TO THE CONTRARY IN THE EULA, THE SUBSCRIPTION AND ANY SERVICES PROVIDED PURSUANT TO THIS EXHIBIT E, AND ANY DATA IN THE JUVARE EXCHANGE (INCLUDING, WITHOUT LIMITATION, OTHER COUNTY AND LICENSEE DATA AND THIRD PARTY SOURCED DATA) ARE PROVIDED "AS IS" AND ESI EXPRESSLY DISCLAIM ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AND CONDITIONS (INCLUDING THOSE BY OUR SUPPLIERS), INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES THAT THE SUBSCRIPTION, THE SERVICES OR THE DATA WILL BE FREE OF ERRORS OR DEFECTS.

10.0 Miscellaneous Terms and Conditions

- a) Receipt by ESI of the Agreement, with this Exhibit E incorporated, authorizes work to begin.
- b) Requests for modifications to this Exhibit E after the Agreement, with this Exhibit E incorporated, has been received by ESI will require a written change order executed by both parties. Significant changes in scope may require a new or revised Exhibit E, as well as additional expenses.
- c) County's request to reschedule the Services once scheduled by ESI are subject to a rescheduling fee plus any non-refundable Travel Expenses incurred by ESI, if any. Rescheduling will be subject to ESI's standard scheduling policies based upon available resources.
- d) Nothing contained herein obligates either party to enter into engagements beyond that stated herein.
- e) County rights and obligations under this Exhibit E may not be transferred or assigned, without the prior written consent of ESI, which may be withheld in its sole discretion.
- f) The EULA and the amendments thereto, and any mutually agreed upon change order(s), set forth the entire agreement of County and ESI with respect to the Subscription, services and the Deliverables, if any, to be provided by ESI hereunder and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Exhibit E or the EULA.

COUNTY EXECUTION OF THE EULA INITIATES SCHEDULING OF WORK. ACTUAL START TIME WILL BE SUPPLIED AFTER SCHEDULING IS DETERMINED. CANCELLATIONS (IF AGREED UPON) WILL INCUR SERVICES PERFORMED AND TRAVEL EXPENSES INCURRED TO DATE.

End of Exhibit E