

License Agreement



A XEROX Company

ACS FIREHOUSE Software
 Affiliated Computer Services, Inc.
 A Xerox Company
 2900 100th St., Suite 309
 Urbandale, Iowa 50322

Customer: Durham Fire Department
ACS Account Number: TBD
FH Serial Number: TBD

Products:	Number of Concurrent Users:
FIREHOUSE Software	20
FHinspector for iPad	12
FH Analytics	2
FH CAD Monitor	1

Carefully read the following terms and conditions before opening the package. Only an Authorized Representative of the purchaser should open the package. Opening this package indicates acceptance of these terms and conditions specified in the License Agreement. ACS Government Systems, Inc. (“ACS”) and the party who opens this package (“you”) hereby agree as follows:

- Licensed Software:** “Licensed Software” means the software component and modules ordered and paid for by you, as listed in ACS’ client database of licensed products, and as evidenced by your customer receipt. Licensed Software includes all documentation relating to our software. It also includes any upgrades, modifications, and customizations (collectively, “Improvements”) to our software, should such Improvements be delivered to you at a later time.
- End Users:** “End User(s)” means (i) your employees with a need to access the Licensed Software; and (ii) third party consultants engaged by you who have a need to access the Licensed Software, and who are fulfilling legitimate business functions for you on your behalf.
- Materials:** This package contains program diskette(s) and/or CDs and applicable manual(s) relating to the Licensed Software.
- License Grant:** ACS hereby grants a revocable, non-exclusive, non-transferable license to use the Licensed Software on a single microcomputer, in the United States of America. The number of End Users authorized to access the Licensed Software concurrently is reflected on your invoice and in this License Agreement. You may increase the maximum number of concurrent End Users by procuring additional licenses from ACS based upon the then-current license fee schedule. You may not make use of any object code for any component(s) or modules(s) for which you have not expressly obtained a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. You agree not to (a) rent, lease, sublicense, assign or otherwise transfer the Licensed Software, including any of the materials or your rights hereunder, (b) remove or obscure our proprietary notices, (c) translate, alter, decompile or disassemble any of the materials, (d) copy any of the materials without our prior written consent, (e) use the software for other agencies. You shall have no right to access, copy or otherwise use the source code for software licensed under this license. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the software licensed under this license. You are prohibited from modifying, improving or otherwise enhancing the software licensed under this license.
- Terms:** This license is effective until terminated. You may terminate it at any time by destroying the materials and all copies of any material made from the original materials and notify ACS immediately. This license terminates automatically upon breach of any of the conditions of this license. Upon termination you agree to destroy all copies of the materials. Use of the materials without a valid license of the materials is unauthorized and may subject you to monetary penalties.
- Confidentiality:** You receive the right to use the Licensed Software and materials as specified herein, but you do not become the owner of the Licensed Software and materials. The Licensed Software and materials are exclusive property of ACS and are protected by trade secret, copyright, and trademark law. You acknowledge that the materials are ACS property and contain valuable, confidential, unpublished information developed by ACS at a great expense. You agree to protect the materials from unauthorized reproduction, distribution, disclosure, or use of publication. You

may not transfer any materials or software to anyone or entity without the written consent of ACS authorized personnel.

7. **U.S. Government Restricted Rights:** The Licensed Software and documentation related thereto were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor.
8. **Export Laws:** You may not export the Licensed Software and agree to comply with all laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.
9. **Warranty:** We warrant the enclosed CDs and printed materials to be free from material defect in normal use for 90 days from the date of receipt of materials. We do not warrant the error free operation of the Licensed Software contained on the CD or that such Licensed Software will meet your requirements. The Licensed Software is licensed "as is". We will however attempt to correct or bypass any actual reproducible and significant error in the software, provided you notify us and describe it in writing within 90 days from the date of receipt of the materials, and we will, within a reasonable time, at our option provide either a corrected copy or work around instructions. This does not cover altered software or require us to customize our software to meet your hardware or operating system requirements. Section 11 specifies your exclusive remedy for any breach by us of this section. No dealer, company, or person is authorized to expand, alter this section or any other provision of this agreement. Any such agreement will not bind ACS. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ENCLOSED SOFTWARE LICENSED UNDER THIS LICENSE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
10. **Limitation of Liability:** ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE UNDER THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO ACS FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS LICENSE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS LICENSE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
11. **Remedy:** In the event that ACS breaches this agreement, your sole remedy is to notify us of such breach within the applicable warranty period and we will at our sole option, either cure the breach or refund the license fee paid to us for the materials. In no event will ACS be responsible for any damage beyond the amount of the license fee or for any indirect, special, incidental, consequential or similar damages or profits to you or any other person, or entity, regardless of the legal basis, even if ACS has been advised of the possibility of such damages, except to the extent applicable state law specifically prohibits such exclusion.
12. **General (System Only):** This license shall be governed by laws of the State of Iowa. All prior correspondence oral or written including without limitation, all understandings with respect to the Licensed Software or materials relative thereto are hereby superseded. This license constitutes your and our entire agreement and understanding regarding the Licensed Software and materials relative thereto. **General (Evaluation Only):** This evaluation program is provided free of charge to the registered requestor of the evaluation software and is to be used solely as an evaluation copy.
13. **Software Maintenance Agreement:** 90 days free phone support is provided with purchase of FIREHOUSE Software. A separate software maintenance contract is available for an additional charge. This software maintenance contract is not mandatory but highly recommended. The annual maintenance contract includes phone support and program updates. The cost of the software maintenance contract is based on the type and number of modules installed. In the event that the 90 day free support period has expired and no software maintenance contract has been established, a "per call" fee will be billed to you for telephone or other technical support.

Vendor:



ACS Government Systems, Inc.

Customer:

Durham Fire Department