COURTWARE
Government Software Solutions

NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Whitfield

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:

City of Dalton

(END USER)

301 Jones Street | Dalton, GA 30720

(ADDRESS)   *(CITY, STATE, ZIP CODE)*

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Visual Court Management System (Unlimited User Licenses)	1	Included
Visual Court Management System NCIC – Access (# User Licenses)	1	Included
RMS - Cloud Cop Central (Unlimited User Licenses)		
RMS - Cloud Cop Mobile (Unlimited User Licenses)		
Online Payment Interface (Unlimited User Licenses)	1	Included

$ 5.00 dollars per violation or $__ minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the   1   day of   April   2020   to which witness our hands and seal of office.

Licensee		**Courtware**	
Signature:	\s1\	Signature:	*Jason Bragg* \s2\
Print:	David Pennington, III	Print:	Jason Bragg
Title:	City of Dalton Mayor	Title:	Sales Executive
Date:	3-26-20 3/26/20	Date:	3/12/20

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.

b. To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.

c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.

d. Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright Infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence April 1, 2020 and shall continue to and including March 31, 2021 . Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive') of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 April 2020   the Client shall pay to CSI   monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of $ 5.00   per paid violation or a minimum monthly amount of $, whichever is greater. The annual rate may increase by a percentage equal to the increase in the Consumer Price Index, as defined by the US Department of Labor. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

 Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.