

No Term, Non-Exclusive SaaS Agreement



Government Window, LLC (the “Principal”) of 3760 Sixes Road, Suite 126, Box 231, Canton GA 30114, hereby grants:

Walton County E911 Department

Name of End-User (Licensee)

of

2640 Whitney Road, Monroe, GA 30655

Full Address

a non-exclusive license to use the Licensed Items defined in Schedule “A” hereunder

Schedule “A” - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Traffic Tickets			W/P/I/T	
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses			W/P/I/T	
	Permits			W/P/I/T	
	Property Tax			W/P/I/T	
	DMV Tags			W/P/I/T	
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Misc Payments			W/P/I/T	
	Records & Deeds	Nancy White	770-266-1627	WWEB T	3.0
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities			W/P/I/T	
	Garbage			W/P/I/T	

Notes: *(please define.)*

1. E911 - Open Records (WEB) - service fees charged to payers will be 3.0% or \$1.50 minimum.
2. The custom payment portal, development, and customer service all come at no cost to the Walto County E911 Department or to Walton County.
3. Accepted forms of payment will be Visa, MasterCard, Discover, and American Express.

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee fullfills the Initial Term, as defined in the Agreement. All costs are covered by service fees charged to the End-User's clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented

For Government Window LLC (the Principal):	For End-User /Licensee
<i>Signed:</i> _____ Scott Kenney	<i>Signed:</i> _____ Wendra Williams
<i>Name:</i> _____ Government Window, CEO	<i>Name:</i> _____ Director, Walton County E911 Department
<i>Title:</i> _____	<i>Title:</i> _____
<i>Date:</i> _____	<i>Date:</i> _____

Software as a Service Agreement

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 3760 Sixes Road, Suite 126, Box 231, Canton, Georgia 30114, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal years are collectively defined as

the "**Services Term**." At the end of the **Services Term**, all rights to access or use the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this Agreement or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This Agreement shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this License to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this Agreement or the **End-User** terminates this Agreement prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 The **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the event of the **End-User** or any third party attempting to modify or

effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 The **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.