

Silent Partner Technologies SOFTWARE License Agreement

This Agreement (the "Agreement") is made and entered into on the _____ ("Effective Date") by and between Compdata Systems, Inc., a Florida corporation d/b/a Silent Partner Technologies, ("Silent Partner Technologies"), with its principal place of business at 218 Crystal Grove Boulevard, Lutz, Florida 33548, and City of Fort Lauderdale, a Florida municipality, ("FT LAUDERDALE FIRE DEPARTMENT" or "you"), with its principal place of business at 100 Andrews Avenue, Fort Lauderdale, Florida 33301. Licensor and FT LAUDERDALE FIRE DEPARTMENT are hereafter collectively referred to as the parties.

Recital

In consideration of the mutual promises and benefits contained herein, the parties agree as follows:

Silent Partner Technologies grants to you a nonexclusive, nontransferable license (except as provided below) to use this "hosted service" of the SOFTWARE according to the following terms:

LICENSE

For the SOFTWARE/Service, as the end-user you may:

- (1) install the SOFTWARE on PDA's (PDA primarily as the solution is cloud based) and use the entire solution for the life of the agreement (per quote attached).

As the end-user, you may not:

- (1) use the SOFTWARE at any time on any PDA and or RFID Printer which was not licensed by Silent Partner Technologies;
- (2) to the extent it is a trade secret pursuant to Florida law, rent, transfer or grant any rights in the SOFTWARE or accompanying documentation in any form to any person without obtaining a license from, or the prior written consent of, Silent Partner Technologies, provided however that Ft. LAUDERDALE FIRE DEPARTMENT shall be permitted without any need for Silent Partner Technologies' consent, (a) to assign its rights under this License Agreement if such assignment is part of the transfer of all or substantially all of the assets or business of FT LAUDERDALE FIRE DEPARTMENT ; or (b) to assign any of its rights and/or obligations hereunder to a wholly-owned subsidiary of FT LAUDERDALE FIRE DEPARTMENT; or
- (3) to the extent it is a trade secret pursuant to Florida law, remove any proprietary notices, labels, or marks on the SOFTWARE and accompanying documentation.

This license is not a sale. Title and copyrights to the SOFTWARE, accompanying documentation and any copy made by you remain with Silent Partner Technologies. Unauthorized copying of the SOFTWARE or the accompanying documentation, to the extent they are trade secrets pursuant to Florida law, or failure to comply with the above restrictions, will

result in automatic termination of this license and will make available to Silent Partner Technologies, other legal remedies.

DISCLAIMER

Silent Partner Technologies warrants for the Warranty/USE Period that the SOFTWARE does not contain any "virus" or other computer code that is designed to erase, corrupt, destroy or discontinue FT LAUDERDALE FIRE DEPARTMENT's effective use of the SOFTWARE or any other computer program or any data without FT LAUDERDALE FIRE DEPARTMENT's consent, or to disrupt, disable or harm in any manner the operation of the SOFTWARE or any computer program or any data or computer system.

IP INFRINGEMENT INDEMNIFICATION

Silent Partner Technologies shall indemnify, defend and hold FT LAUDERDALE FIRE DEPARTMENT harmless from and against any and all claims, losses, demands, actions, suits, damages, liabilities, costs and expenses, including reasonable attorney's fees, incurred by FT LAUDERDALE FIRE DEPARTMENT by reason of an allegation or finding that FT LAUDERDALE FIRE DEPARTMENT's use of the software constitutes patent and/or copyright infringement. This guarantee does not apply to the SOFTWARE that has been customized by you. Outside of the United States, these remedies are not available without proof of purchase from an authorized non-U.S. source. In the case of your return of the SOFTWARE for any reason, except as otherwise provided by Florida law, you will delete any copy of the SOFTWARE on your computer, and any other copy in object code or source code form, and you further agree not to use the SOFTWARE until a repaired or replaced copy of the SOFTWARE is returned to you by Silent Partner Technologies. If the SOFTWARE becomes, or in Silent Partner Technologies's or FT LAUDERDALE FIRE DEPARTMENT's opinion is likely to become the subject of such a claim, Silent Partner Technologies shall, at its sole expense in mutual agreement with FT LAUDERDALE FIRE DEPARTMENT, either procure the right for FT LAUDERDALE FIRE DEPARTMENT to continue using such SOFTWARE, to replace or modify the same so that it becomes non-infringing, but functionally equivalent in performance or to accept the return of the SOFTWARE and refund to FT LAUDERDALE FIRE DEPARTMENT all fees paid.

EXCEPT FOR THE ABOVE GUARANTEE, SILENT PARTNER TECHNOLOGIES MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OR IN ANY COMMUNICATION WITH YOU, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SILENT PARTNER TECHNOLOGIES DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. IN PARTICULAR, SILENT PARTNER TECHNOLOGIES DISCLAIMS ALL WARRANTIES OF ANY KIND IF THE SOFTWARE WAS CUSTOMIZED, REPACKAGED OR ALTERED IN ANY WAY BY ANY THIRD PARTY OTHER THAN SILENT PARTNER TECHNOLOGIES.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED FOR IN THE IP INFRINGEMENT INDEMNIFICATION SECTION, IN NO EVENT WILL SILENT PARTNER TECHNOLOGIES BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES TO THE EXTENT ARISING FROM THE USE OF THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROVIDED IN IP INFRINGEMENT INDEMNIFICATION, YOU ACKNOWLEDGE THAT FIVE TIMES (5) THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

GOVERNMENT RESTRICTED RIGHTS LEGEND; INTERNATIONAL USE

Use, duplication or disclosure by the United States Government is subject to restrictions of Restricted Rights for computer SOFTWARE developed at private expense as set forth in FAR Sec. 52.227-19 or DOD FAR Supplement Sec. 252.227-7013©(1)(ii), and successor thereof, as applicable. If you are sublicensing or using the SOFTWARE outside of the United States, you will comply with the applicable local laws of your country, U.S. export control laws, and the English language version of this SOFTWARE License Agreement.

GENERAL

This Agreement will be governed by the laws of the State of Florida, without reference to conflict of laws principles. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. This Agreement is the entire agreement between us and supersedes any other communications or advertising with respect to the SOFTWARE and accompanying documentation. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect. If you have any questions, please contact in writing: Silent Partner Technologies, PO BOX 342249, TAMPA FL. 33694.

Alternate Dispute Resolution. Neither party may institute legal proceedings with respect to any dispute or disagreement hereunder unless (a) the representatives of the parties have met at least once in a good faith effort to resolve the dispute or disagreement, or (b) no representative of the other party has met for the initial meeting with respect to a dispute or disagreement within ten (10) days of a request for such a meeting at a mutually agreed location in Broward County, Florida, or via teleconference.

UCITA OPT-OUT. The parties hereby elect to opt-out of the Uniform Computer Information Transactions Act ("UCITA") as adopted by Virginia, Maryland and any other state that may hereafter adopt such statute, and such statutes shall not govern this Agreement.

