



West Virginia Purchasing Division




2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)**Procurement Folder:** 22019**SO Doc Code:** CRFQ**Procurement Type:** Central Contract - Fixed Amt**SO Dept:** 0310**Vendor ID:** **SO Doc ID:** DNR1500000040**Legal Name:** IN SYNCH SYSTEMS LLC**Published Date:** 2/10/15**Alias/DBA:****Close Date:** 2/25/15**Total Bid:** \$297,584.00**Close Time:** 13:30**Response Date:** **Status:** Closed**Response Time:** **Solicitation Description:** 
**Total of Header Attachments:** 0**Total of All Attachments:** 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 22019

Solicitation Description : ADDENDUM NO 2- LAW ENFORCEMENT RECORDS MANAGEMENT

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2015-02-25 13:30:00	SR 0310 ESR02231500000002124	1

VENDOR

000000161526
 IN SYNCH SYSTEMS LLC

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software Licenses	7.00000	EA	\$3,012.00	

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, LAW ENFORCEMENT SECTION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE PURCHASE OF A LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE SOLUTION TO INCLUDE, SOFTWARE LICENSES, INSTALLATION, TRAINING, CUSTOM PROGRAMMING, AND WITH HOSTING ON VENDOR HARDWARE AT VENDOR PREMISES, PER THE ATTACHED SPECIFICATIONS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Installation	0.00000			\$0.00

Comm Code	Manufacturer	Specification	Model #
81111809			

Extended Description : Installation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Training	0.00000			\$0.00

Comm Code	Manufacturer	Specification	Model #
43232502			

Extended Description : Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Vendor Hosting - Year 1	1.00000	YR	\$10,000.00	

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Vendor Hosting - Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Vendor Hosting - Year 2	1.00000	YR	\$10,500.00	

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Vendor Hosting - Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Vendor Hosting - Year 3	1.00000	YR	\$11,000.00	

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Vendor Hosting - Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Custom Programming for License Revocations	0.00000			\$0.00

Comm Code	Manufacturer	Specification	Model #
81111809			

Extended Description : Custom Programming for License Revocations

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000040

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Addendum No. 1- | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

IN-Synch Systems
Company

John J. [Signature]
Authorized Signature

2-18-15
Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: FN-Synch SYSTEMS

Authorized Signature: [Signature] Date: 2-2-15

State of PA

County of Butler, to-wit:

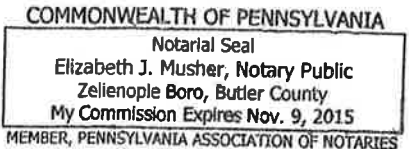
Taken, subscribed, and sworn to before me this 18 day of Feb, 2015.

My Commission expires Nov 9-, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)



Software Attachment

Attachment

PO#:

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Shank Jura 2-2-15
Signature Date

President
Title

IN-SYNCH SYSTEMS
Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: IN-SUNCH SYSTEMS

Signed: [Signature]

Title: President

Date: 2-2-15



Agreement # Agreement #

Quote # Quote #

IN-SYNCH SYSTEMS, LLC

Software License Agreement

AGENCY:

Company

Please Review, Date, Sign, and Return Two Copies of the
Software License Agreement to In-Synch Systems by:

02/04/2015

Please note that one signed copy will be returned to you for your records

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "*Agreement*") is entered into and made effective as of 05/23/14 (the "*Effective Date*"), by and between In-Synch Systems, LLC, with offices at 129 McCarrell Lane, Suite 301, Zelienople, PA, 16063 ("*Software Provider*") and Company_1, Addressline1_1, , City_1, State_1, Zip_1 the ("*Client*").

WHEREAS, Software Provider has developed and is the owner of certain intellectual property rights in certain software products which provide a modernized records management system for Public Safety and Private Security

WHEREAS, Client desires to become a licensee of In-Synch Systems, LLC as provider for the software necessary to implement the records management system; and

WHEREAS, Provider shall not only provide a license to Client for the software required for the records management systems, but shall also provide training in the records management system for Client's employees, and shall provide support and maintenance services of the records management system for the Client.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and provisions herein contained, in return for good and valuable consideration, of the receipt and adequacy which is hereby specifically acknowledged, and intending to be legally bound, the parties hereby mutually agree as follows:

Statement of Work to help Client's staff transition to the Records Management System, when required.

1. DEFINITIONS.

- 1.1 "Agreement" shall mean this document which shall also constitute the Software License Agreement between the parties and shall include the exhibits, schedules, attachments, amendments and addenda thereto.
- 1.2 "Client Content" shall mean any data or information provided by Client to Software Provider in connection with Software Provider's performance of Services or provision of Products.
- 1.3 "Intellectual Property Rights" shall mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, and any other intellectual property rights recognized in the United States.
- 1.4 "Products" shall mean the In-Synch Systems, LLC product(s) in object code form, including any error corrections and updates, enhancements, corrections, new releases, or new versions to software product(s) provided by the Software Provider pursuant to this Agreement.
- 1.5 "Records Management System" shall mean the software, training, support and services set forth on the attached Sales Order.
- 1.6 "Services" shall include all services recited in the Agreement and use of such hardware and software as is recited in the Agreement. Hardware services will only apply if the hardware is purchased from the Software Provider.
- 1.7 "Term" shall mean the initial term and any and all extensions thereto.

2. SCOPE OF SERVICE.

- 2.1 *Support Services.* Software Provider agrees to provide Client with a Support Services more fully described in Schedule A.
- 2.2 *License.* Software Provider agrees to extend and Client agrees to accept a license for the "In-Synch RMS", as more specifically described in Section 3 below and other provisions of this Agreement.
- 2.3 *Professional Services.* Software Provider shall furnish professional services, project management and a

3. LICENSE.

- 3.1 *Grant of License.* Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees pursuant to Section 5 of this Agreement, Software Provider grants to Client Quantity (Qty) limited, non-exclusive, and non-transferable, except as set forth herein, licenses to use the Products, including In-Synch RMS Software, for Client's internal use..
- 3.2 *License Restrictions.* Client has no right to assign, transfer, sublicense or otherwise distribute the Products to any third party other than as expressly permitted hereunder. Client may not: (a) modify, disassemble, decompile or reverse engineer the Products nor permit any third party to do so or (b) copy the Products.
- 3.3 *Limited Rights.* Software Provider reserves all rights not expressly granted to Client under this Agreement.

4. OWNERSHIP.

Software Provider owns all worldwide right, title, and interest in and to the Licensed Software. The software is free from Intellectual Property Rights infringement; Software Provider agrees to indemnify and hold the Client harmless from any court costs, attorney's fees or other damages resulting from a breach of this warranty. Client shall not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Software Provider and its licensors appearing on the Products. The Client owns all data developed using the Records Management System. Software Provider shall make no use or other alterations of Client data developed using the Records Management System without Client's permission.

5. PAYMENT.

- 5.1 *Fees.* As consideration for the specific items of software, training and support services provided pursuant to this Agreement, Client shall pay Software Provider for the items provided in the attached Sales Order.
- 5.2 *Professional Services, Travel and Incidental Expenses.* Client shall reimburse Software Provider for any reasonable out-of-pocket expenses incurred by Software

SOFTWARE LICENSE AGREEMENT

Provider in connection with performing any additional contracted services (beyond the scope of this Agreement) under Schedule B hereunder, within thirty (30) days after the date of Software Provider's invoice for such expenses. Software Provider shall provide documentation of such expenses upon request.

6. PRODUCT WARRANTY.

6.1 *Limited Product Warranty.* Software Provider warrants to Client that the Products shall conform to the Software Provider's written specifications contained in the supporting documentation which accompanies, and is part of, the Products.

6.2 *Exclusive Remedies.* Software Provider agrees that if the Products warranted hereunder fail to conform to the applicable written operating specifications and Client advises Software Provider in writing of such failure, Software Provider shall correct any error, malfunction or defect within one hundred eighty (180) business days. If after one hundred eighty (180) business days, Software Provider is unable to correct the malfunction or defect, Client shall be entitled to assert all remedies available at law or in equity including, but not limited to, Pennsylvania UCC Chapter 27 Remedies (13 Pa. C.S.A. §2701 et. Seq.).

6.3 *Trade Warranty.* Software Provider shall (in the Client's name, but at Software Provider's expense) defend and indemnify and hold harmless Client from any loss, costs, expense or liability, including, but not limited to, any award, settlement, damages, negotiations, appeals arising out of claims, actions proceedings, or suits against the Client based upon a claim that the software component of the Records Management System infringes upon or violates any Intellectual Property Right of any third party, whether or not such claim is successful. Software Provider and Client shall notify each other of any legal proceedings instituted against them as specified above. In the event that the software component of the Records Management Systems is in any way held to infringe upon the Intellectual Property Rights of any third party, or the Client is deprived or enjoined from the use of the software component of the Records Management System in any manner, Software Provider shall, at its own choice and discretion, do (a), (b), or (c) below prior to the date wherein the Client is ordered or deprived of use of said Product under this Agreement: (a) Procure for the Client the right to continue using such Product; (b) Replace the infringing Product with another equal product or modify the same so that it becomes non-infringing; or (c) Advise Client that Software Provider cannot perform (a) or (b) and immediately refund all payments made by Client to Software Provider for infringing Products delivered under this Agreement. Failure to successfully accomplish and perform items (a), (b), or (c) above shall constitute a default and a material breach of this Agreement by Software Provider.

6.4 *Performance Warranty.* Software Provider warrants that the Products shall perform in accordance with the written specifications provided with the Products. In the event that the software system is unable to perform according to such written specifications in Software Provider's sole discretion, this Agreement shall terminate and Client shall be under no obligation to make any payments whatsoever to Software Provider and any payment

made to Software Provider pursuant to this Agreement shall be returned to Client forthwith. In the event that full payment is returned to the Client, Software shall be uninstalled and returned to the Software Provider.

6.5 *Hardware.* Software Provider shall pass to Client all third party manufacturers' hardware warranties if the Software Provider provides hardware. Software Provider shall not provide any additional warranty for the hardware on which the Records Management System is installed. Client is responsible for all operating system maintenance, operating system updates, operating system security and virus protection.

6.6 *Responsibility of Parties for Client Content.* Except as expressly set forth in this Agreement Software Provider shall not be responsible for the Client Content. Client acknowledges and agrees that it shall have complete control and sole responsibility over (i) the Client Content, (ii) verification that the Client Content is appropriate and accurate, (iii) timely inputting of the Client Content, and Client further acknowledges and agrees that it or its designated employees and agents shall be the sole parties that input, retrieve, manipulate, and have access to the Client Content. Client shall defend, indemnify and hold harmless Software Provider from and against any and all claims, demands, or actions by third party arising from Client's use of, or failure to use, the Client Content.

6.7 *Period of Warranty.* The Software Provider agrees to use its best efforts to make any corrections or modifications to the Products required under Section 6.4 at the time of delivery, and for a period of three hundred and sixty five (365) days after installation.

6.8 *Disclaimer of Warranties* Except as provided herein, the Products and Services under this Agreement are provided on an "as is" basis, and the warranties set forth in this Section 6 are, to the extent permitted under applicable law, in lieu of, and Software Provider disclaims, all other warranties, express, implied or statutory, including but not limited to those of merchantability or fitness for a particular purpose. Software Provider shall not be liable for unauthorized access to or alteration, theft or destruction of Client's data files, programs or information through accident, fraud or any other method.

7. CONFIDENTIALITY.

7.1 *Definition.* "Confidential Information" means: (a) the Products (including the source code thereof); and (b) all information, whether in written, verbal, graphic, electronic or any other form, of Software Provider or Client, that is identified at the time of disclosure or observation as being confidential or proprietary. "Confidential Information" shall include, without limitation, all information relating to Software Provider's, and its affiliates and subsidiaries', or Client's, product plans, including Client's specific information concerning Police data, criminal records, reports of incidents, and related information, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, and development.

7.2 *Exclusions.* Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party

SOFTWARE LICENSE AGREEMENT

at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

7.3 Use and Disclosure Restrictions. During the term of this Agreement and after any termination and/or expiration of this Agreement, each party shall not use the other party's Confidential Information except as permitted herein, and shall not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors who agree to be bound by this Section 7.

8. LIMITATION OF LIABILITY.

8.1 Total liability. Software Provider's, and its subsidiaries' and affiliates', and its licensors' cumulative liability to Client, from all causes of action and all theories of liability shall be limited to and shall not exceed the amounts paid to Software Provider by Client pursuant to this Agreement.

8.2 Exclusion of Damages. IN NO EVENT SHALL SOFTWARE PROVIDER OR ITS LICENSORS BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SOFTWARE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 Basis of Bargain. The parties expressly acknowledge and agree that Software Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Software Provider and Client.

9. TERMINATION.

9.1 Term. This Agreement shall begin on the Effective Date and shall remain in effect until terminated. Any alteration of this Agreement shall be subject to renegotiation of term and fees.

9.2 Termination for Breach. Each party shall have the right to terminate this Agreement immediately if the other party fails to perform its obligations under this Agreement and fails to cure such non-performance within ninety (90) days after written notice of non-compliance.

Notwithstanding the foregoing, Software Provider shall have the right to terminate this Agreement by providing written notice if Client fails (without mutually agreed upon justification) to pay any fees due and owing hereunder in accordance with Section 5.1, if such failure in payment is not cured within thirty (30) days after written notice thereof.

9.3 Effect of Termination. Except for termination pursuant to Software Provider's bankruptcy or going out of business, upon termination of this Agreement: (i) all licenses and rights granted hereunder shall terminate and Software Provider shall no longer provide any Services and Products to Client; (ii) Client shall cease and cause its Employees to cease using the Products; (iii) Client shall, unless otherwise set forth in this Agreement or mutually agreed upon by the parties in writing, promptly return to Software Provider or, at Software Provider's request, destroy any Products, Services and Confidential Information of Software Provider, in all forms and types of media, and provide Software Provider with an officer's written certification, certifying to Client's compliance with the foregoing; and (iv) Software Provider shall return to Client all Confidential Information of Client, in Software Provider's customary format. In the event of the failure or refusal of either party to return the Products, Services and Confidential Information of the other party, the non-complying party shall be subject to a mandatory injunction to compel the return of such Products, Services and Confidential Information without having to show irreparable harm or post a bond with surety.

9.5 Hardware. Nothing contained herein shall require Client to destroy or return any and all hardware which it has purchased pursuant to this Agreement, for which it shall be and remain the full owner.

9.6 Nonexclusive Remedy. Termination of this Agreement by either party shall be a nonexclusive remedy for breach and shall be without prejudice to any other right or remedy of such party.

10. GENERAL.

10.1 Assignment. Neither party shall have a right to assign this Agreement, in whole or in part, without the prior consent of the other party. Any attempt to assign this Agreement, without such consent, shall be null and void. Software Provider may, without the approval of Client, (i) assign this Agreement or its rights and obligations under this Agreement to a subsidiary or affiliate of Software Provider which expressly assumes its obligations and responsibilities hereunder; provided, that Software Provider shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement, and (ii) assign this Agreement to a successor in interest to all or substantially all of the business or assets of Software Provider.

10.2 Governing Law, Jurisdiction and Arbitration. This Agreement shall be deemed to be entered into in the Commonwealth of Pennsylvania and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any disputes between the parties arising under this Agreement shall be settled by binding arbitration before a single arbitrator in Butler Pennsylvania, in accordance with the rules of the

SOFTWARE LICENSE AGREEMENT

American Arbitration Association, provided, however, that either party may implead the other in any lawsuit filed by a third party in connection with this Agreement. The arbitrator shall be a software professional familiar with the development, maintenance and implementation of software. In any such arbitration, each party shall bear its own costs and attorney's fees.

- 10.3 *Severability.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible and the other provisions of this Agreement shall remain in full force and effect.
- 10.4 *Waiver.* The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- 10.5 *Notices.* All notices required or permitted under this Agreement shall be in writing and delivered by courier, overnight delivery service, or by certified mail, and in each instance shall be deemed given upon receipt. All notices shall be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section. All notices sent to Software Provider shall be sent to In-Synch Systems, 129 McCarrell Lane, Suite 301, Zellenople, PA 16063; and as to Client, notices sent to Company_2, Addressline1_2, , City_2, State_2, Zip_2. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.
- 10.6 *Force Majeure.* Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.
- 10.7 *Relationship of Parties.* The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 10.8 *Announcements.* Client agrees that Software Provider may publicly announce and list Client as a client of Software Provider.
- 10.9 *Audit.* Software Provider shall maintain physical custody of installation media to insure that client only possesses purchased licenses. Software Provider may, at a cost to the Software Provider, periodically audit the Client's computer systems for unlawful copies of the Product.
- 10.10 *Entire Agreement.* All schedules, exhibits, attachments, amendments, and addenda to this agreement are incorporated into and made part of the Agreement and made part thereof of though fully recited herein. Initially capitalized terms used in the schedules to this Agreement and not otherwise defined therein shall have the same meanings as set forth in the main body of this Agreement. This Agreement supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this

Agreement shall be effective only if in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by the authorized representatives.

Company 3

Signature: _____

Print Name: _____

Title: _____

Effective Date: _____

In-Synch Systems

Signature: _____

Print Name: Kirk A. Farra

Title: President

Date: _____

SOFTWARE LICENSE AGREEMENT

Schedule A

1. SUPPORT SERVICES DEFINITIONS

- 1.1 "Error Correction." Either a software modification or addition that, when made or added to the software contained in the Products, establishes material conformity of such software to the functional specifications.
- 1.2 "Normal Working Hours." The hours between 8 a.m. and 5 p.m. Eastern Standard Time on the days Monday through Friday excluding holidays.

2. DESCRIPTION OF SUPPORT SERVICES

- 2.1 Support Services include:
 - a. Toll free access to In-Synch System's Technical Support Engineer during Normal Working Hours.
 - b. Answers to specific questions about the Products.
 - c. Reporting of problems experienced with the Products and request for Error Corrections.
 - d. Provide issue resolution and remote update assistance.
- 2.2 Software Provider agrees to:
 - a. Maintain a facility capable of receiving computer-generated reports, and by telephone or network transmission, user reports of systems problems.
 - b. Be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Software Provider in accordance with Software Provider's standard reporting procedures. Following completion of the Error Correction, Software Provider shall provide the Error Correction operating instructions to implement the Error Correction.
 - c. Consider and evaluate the development of Enhancements for the specific use of Client and respond to Client's requests for additional services or maintenance pertaining to the Products, provided that such assistance shall be subject to supplemental charges.

SOFTWARE LICENSE AGREEMENT

Schedule B

1. Professional Services

DEFINITIONS

"Normal Working Hours" The hours between 8 a.m. and 5 p.m. Eastern Standard Time, Monday through Friday excluding holidays.

DESCRIPTION OF PROFESSIONAL SERVICES

1.1. Professional Services may include the following involving the Products:

	<u>Description</u>	<u>Prevailing Rate</u>
a.	Project Management	\$250.00/hour
b.	Application Development	\$300.00/hour
c.	Consulting	\$250.00/hour
d.	Training in Licensed Software	\$200.00/hour
e.	Technical support	\$200.00/hour

1.2. Professional Services are to be considered any services, requested by Client, that are outside of the scope of support of the Products. Professional Services shall be performed during Normal Working Hours, subject to the prevailing rate schedule. Prevailing rates are subject to change at the discretion of Software Provider. A separate agreement is required for all Professional Services.

FEES AND CHARGES

2. Fees

- 2.1. Client shall pay Software Provider the amount set forth in attached Sales Order. Software Provider shall not be responsible for providing Professional Services if Client has any outstanding unpaid charges or has not prepaid any plan Client may have selected.
- 2.2. Client shall reimburse Software Provider for any travel expenses (i.e. transportation, lodging, meals) incurred by Software Provider in providing Professional Services to Client. The travel expenses shall be estimated and shall be part of a Professional Services Agreement.



Agreement # Agreement #

Quote # Quote #

IN-SYNCH SYSTEMS, LLC

Software License Agreement

AGENCY:

Company

Please Review, Date, Sign, and Return Two Copies of the
Software License Agreement to In-Synch Systems by:

02/04/2015

Please note that one signed copy will be returned to you for your records

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "*Agreement*") is entered into and made effective as of 05/23/14 (the "*Effective Date*"), by and between In-Synch Systems, LLC, with offices at 129 McCarrell Lane, Suite 301, Zelienople, PA, 16063 ("*Software Provider*") and Company_1, Addressline1_1, , City_1, State_1, Zip_1 the ("*Client*").

WHEREAS, Software Provider has developed and is the owner of certain intellectual property rights in certain software products which provide a modernized records management system for Public Safety and Private Security

WHEREAS, Client desires to become a licensee of In-Synch Systems, LLC as provider for the software necessary to implement the records management system; and

WHEREAS, Provider shall not only provide a license to Client for the software required for the records management systems, but shall also provide training in the records management system for Client's employees, and shall provide support and maintenance services of the records management system for the Client.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and provisions herein contained, in return for good and valuable consideration, of the receipt and adequacy which is hereby specifically acknowledged, and intending to be legally bound, the parties hereby mutually agree as follows:

Statement of Work to help Client's staff transition to the Records Management System, when required.

1. DEFINITIONS.

- 1.1 "Agreement" shall mean this document which shall also constitute the Software License Agreement between the parties and shall include the exhibits, schedules, attachments, amendments and addenda thereto.
- 1.2 "Client Content" shall mean any data or information provided by Client to Software Provider in connection with Software Provider's performance of Services or provision of Products.
- 1.3 "Intellectual Property Rights" shall mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, and any other intellectual property rights recognized in the United States.
- 1.4 "Products" shall mean the In-Synch Systems, LLC product(s) in object code form, including any error corrections and updates, enhancements, corrections, new releases, or new versions to software product(s) provided by the Software Provider pursuant to this Agreement.
- 1.5 "Records Management System" shall mean the software, training, support and services set forth on the attached Sales Order.
- 1.6 "Services" shall include all services recited in the Agreement and use of such hardware and software as is recited in the Agreement. Hardware services will only apply if the hardware is purchased from the Software Provider.
- 1.7 "Term" shall mean the initial term and any and all extensions thereto.

2. SCOPE OF SERVICE.

- 2.1 *Support Services.* Software Provider agrees to provide Client with a Support Services more fully described in Schedule A.
- 2.2 *License.* Software Provider agrees to extend and Client agrees to accept a license for the "In-Synch RMS", as more specifically described in Section 3 below and other provisions of this Agreement.
- 2.3 *Professional Services.* Software Provider shall furnish professional services, project management and a

3. LICENSE.

- 3.1 *Grant of License.* Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees pursuant to Section 5 of this Agreement, Software Provider grants to Client Quantity (Qty) limited, non-exclusive, and non-transferable, except as set forth herein, licenses to use the Products, including In-Synch RMS Software, for Client's internal use..
- 3.2 *License Restrictions.* Client has no right to assign, transfer, sublicense or otherwise distribute the Products to any third party other than as expressly permitted hereunder. Client may not: (a) modify, disassemble, decompile or reverse engineer the Products nor permit any third party to do so or (b) copy the Products.
- 3.3 *Limited Rights.* Software Provider reserves all rights not expressly granted to Client under this Agreement.

4. OWNERSHIP.

Software Provider owns all worldwide right, title, and interest in and to the Licensed Software. The software is free from Intellectual Property Rights infringement; Software Provider agrees to indemnify and hold the Client harmless from any court costs, attorney's fees or other damages resulting from a breach of this warranty. Client shall not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Software Provider and its licensors appearing on the Products. The Client owns all data developed using the Records Management System. Software Provider shall make no use or other alterations of Client data developed using the Records Management System without Client's permission.

5. PAYMENT.

- 5.1 *Fees.* As consideration for the specific items of software, training and support services provided pursuant to this Agreement, Client shall pay Software Provider for the items provided in the attached Sales Order.
- 5.2 *Professional Services, Travel and Incidental Expenses.* Client shall reimburse Software Provider for any reasonable out-of-pocket expenses incurred by Software

SOFTWARE LICENSE AGREEMENT

Provider in connection with performing any additional contracted services (beyond the scope of this Agreement) under Schedule B hereunder, within thirty (30) days after the date of Software Provider's invoice for such expenses. Software Provider shall provide documentation of such expenses upon request.

6. PRODUCT WARRANTY.

6.1 *Limited Product Warranty.* Software Provider warrants to Client that the Products shall conform to the Software Provider's written specifications contained in the supporting documentation which accompanies, and is part of, the Products.

6.2 *Exclusive Remedies.* Software Provider agrees that if the Products warranted hereunder fail to conform to the applicable written operating specifications and Client advises Software Provider in writing of such failure, Software Provider shall correct any error, malfunction or defect within one hundred eighty (180) business days. If after one hundred eighty (180) business days, Software Provider is unable to correct the malfunction or defect, Client shall be entitled to assert all remedies available at law or in equity including, but not limited to, Pennsylvania UCC Chapter 27 Remedies (13 Pa. C.S.A. §2701 et. Seq.).

6.3 *Trade Warranty.* Software Provider shall (in the Client's name, but at Software Provider's expense) defend and indemnify and hold harmless Client from any loss, costs, expense or liability, including, but not limited to, any award, settlement, damages, negotiations, appeals arising out of claims, actions proceedings, or suits against the Client based upon a claim that the software component of the Records Management System infringes upon or violates any Intellectual Property Right of any third party, whether or not such claim is successful. Software Provider and Client shall notify each other of any legal proceedings instituted against them as specified above. In the event that the software component of the Records Management Systems is in any way held to infringe upon the Intellectual Property Rights of any third party, or the Client is deprived or enjoined from the use of the software component of the Records Management System in any manner, Software Provider shall, at its own choice and discretion, do (a), (b), or (c) below prior to the date wherein the Client is ordered or deprived of use of said Product under this Agreement: (a) Procure for the Client the right to continue using such Product; (b) Replace the infringing Product with another equal product or modify the same so that it becomes non-infringing; or (c) Advise Client that Software Provider cannot perform (a) or (b) and immediately refund all payments made by Client to Software Provider for infringing Products delivered under this Agreement. Failure to successfully accomplish and perform items (a), (b), or (c) above shall constitute a default and a material breach of this Agreement by Software Provider.

6.4 *Performance Warranty.* Software Provider warrants that the Products shall perform in accordance with the written specifications provided with the Products. In the event that the software system is unable to perform according to such written specifications in Software Provider's sole discretion, this Agreement shall terminate and Client shall be under no obligation to make any payments whatsoever to Software Provider and any payment

made to Software Provider pursuant to this Agreement shall be returned to Client forthwith. In the event that full payment is returned to the Client, Software shall be uninstalled and returned to the Software Provider.

6.5 *Hardware.* Software Provider shall pass to Client all third party manufacturers' hardware warranties if the Software Provider provides hardware. Software Provider shall not provide any additional warranty for the hardware on which the Records Management System is installed. Client is responsible for all operating system maintenance, operating system updates, operating system security and virus protection.

6.6 *Responsibility of Parties for Client Content.* Except as expressly set forth in this Agreement Software Provider shall not be responsible for the Client Content. Client acknowledges and agrees that it shall have complete control and sole responsibility over (i) the Client Content, (ii) verification that the Client Content is appropriate and accurate, (iii) timely inputting of the Client Content, and Client further acknowledges and agrees that it or its designated employees and agents shall be the sole parties that input, retrieve, manipulate, and have access to the Client Content. Client shall defend, indemnify and hold harmless Software Provider from and against any and all claims, demands, or actions by third party arising from Client's use of, or failure to use, the Client Content.

6.7 *Period of Warranty.* The Software Provider agrees to use its best efforts to make any corrections or modifications to the Products required under Section 6.4 at the time of delivery, and for a period of three hundred and sixty five (365) days after installation.

6.8 *Disclaimer of Warranties* Except as provided herein, the Products and Services under this Agreement are provided on an "as is" basis, and the warranties set forth in this Section 6 are, to the extent permitted under applicable law, in lieu of, and Software Provider disclaims, all other warranties, express, implied or statutory, including but not limited to those of merchantability or fitness for a particular purpose. Software Provider shall not be liable for unauthorized access to or alteration, theft or destruction of Client's data files, programs or information through accident, fraud or any other method.

7. CONFIDENTIALITY.

7.1 *Definition.* "Confidential Information" means: (a) the Products (including the source code thereof); and (b) all information, whether in written, verbal, graphic, electronic or any other form, of Software Provider or Client, that is identified at the time of disclosure or observation as being confidential or proprietary. "Confidential Information" shall include, without limitation, all information relating to Software Provider's, and its affiliates and subsidiaries', or Client's, product plans, including Client's specific information concerning Police data, criminal records, reports of incidents, and related information, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, and development.

7.2 *Exclusions.* Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party

SOFTWARE LICENSE AGREEMENT

at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

7.3 Use and Disclosure Restrictions. During the term of this Agreement and after any termination and/or expiration of this Agreement, each party shall not use the other party's Confidential Information except as permitted herein, and shall not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors who agree to be bound by this Section 7.

8. LIMITATION OF LIABILITY.

8.1 Total liability. Software Provider's, and its subsidiaries' and affiliates', and its licensors' cumulative liability to Client, from all causes of action and all theories of liability shall be limited to and shall not exceed the amounts paid to Software Provider by Client pursuant to this Agreement.

8.2 Exclusion of Damages. IN NO EVENT SHALL SOFTWARE PROVIDER OR ITS LICENSORS BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SOFTWARE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 Basis of Bargain. The parties expressly acknowledge and agree that Software Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Software Provider and Client.

9. TERMINATION.

9.1 Term. This Agreement shall begin on the Effective Date and shall remain in effect until terminated. Any alteration of this Agreement shall be subject to renegotiation of term and fees.

9.2 Termination for Breach. Each party shall have the right to terminate this Agreement immediately if the other party fails to perform its obligations under this Agreement and fails to cure such non-performance within ninety (90) days after written notice of non-compliance.

Notwithstanding the foregoing, Software Provider shall have the right to terminate this Agreement by providing written notice if Client fails (without mutually agreed upon justification) to pay any fees due and owing hereunder in accordance with Section 5.1, if such failure in payment is not cured within thirty (30) days after written notice thereof.

9.3 Effect of Termination. Except for termination pursuant to Software Provider's bankruptcy or going out of business, upon termination of this Agreement: (i) all licenses and rights granted hereunder shall terminate and Software Provider shall no longer provide any Services and Products to Client; (ii) Client shall cease and cause its Employees to cease using the Products; (iii) Client shall, unless otherwise set forth in this Agreement or mutually agreed upon by the parties in writing, promptly return to Software Provider or, at Software Provider's request, destroy any Products, Services and Confidential Information of Software Provider, in all forms and types of media, and provide Software Provider with an officer's written certification, certifying to Client's compliance with the foregoing; and (iv) Software Provider shall return to Client all Confidential Information of Client, in Software Provider's customary format. In the event of the failure or refusal of either party to return the Products, Services and Confidential Information of the other party, the non-complying party shall be subject to a mandatory injunction to compel the return of such Products, Services and Confidential Information without having to show irreparable harm or post a bond with surety.

9.5 Hardware. Nothing contained herein shall require Client to destroy or return any and all hardware which it has purchased pursuant to this Agreement, for which it shall be and remain the full owner.

9.6 Nonexclusive Remedy. Termination of this Agreement by either party shall be a nonexclusive remedy for breach and shall be without prejudice to any other right or remedy of such party.

10. GENERAL.

10.1 Assignment. Neither party shall have a right to assign this Agreement, in whole or in part, without the prior consent of the other party. Any attempt to assign this Agreement, without such consent, shall be null and void. Software Provider may, without the approval of Client, (i) assign this Agreement or its rights and obligations under this Agreement to a subsidiary or affiliate of Software Provider which expressly assumes its obligations and responsibilities hereunder; provided, that Software Provider shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement, and (ii) assign this Agreement to a successor in interest to all or substantially all of the business or assets of Software Provider.

10.2 Governing Law, Jurisdiction and Arbitration. This Agreement shall be deemed to be entered into in the Commonwealth of Pennsylvania and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any disputes between the parties arising under this Agreement shall be settled by binding arbitration before a single arbitrator in Butler Pennsylvania, in accordance with the rules of the

SOFTWARE LICENSE AGREEMENT

American Arbitration Association, provided, however, that either party may implead the other in any lawsuit filed by a third party in connection with this Agreement. The arbitrator shall be a software professional familiar with the development, maintenance and implementation of software. In any such arbitration, each party shall bear its own costs and attorney's fees.

- 10.3 *Severability.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible and the other provisions of this Agreement shall remain in full force and effect.
- 10.4 *Waiver.* The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- 10.5 *Notices.* All notices required or permitted under this Agreement shall be in writing and delivered by courier, overnight delivery service, or by certified mail, and in each instance shall be deemed given upon receipt. All notices shall be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section. All notices sent to Software Provider shall be sent to In-Synch Systems, 129 McCarrell Lane, Suite 301, Zellenople, PA 16063; and as to Client, notices sent to Company_2, Addressline1_2, , City_2, State_2, Zip_2. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.
- 10.6 *Force Majeure.* Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.
- 10.7 *Relationship of Parties.* The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 10.8 *Announcements.* Client agrees that Software Provider may publicly announce and list Client as a client of Software Provider.
- 10.9 *Audit.* Software Provider shall maintain physical custody of installation media to insure that client only possesses purchased licenses. Software Provider may, at a cost to the Software Provider, periodically audit the Client's computer systems for unlawful copies of the Product.
- 10.10 *Entire Agreement.* All schedules, exhibits, attachments, amendments, and addenda to this agreement are incorporated into and made part of the Agreement and made part thereof of though fully recited herein. Initially capitalized terms used in the schedules to this Agreement and not otherwise defined therein shall have the same meanings as set forth in the main body of this Agreement. This Agreement supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this

Agreement shall be effective only if in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by the authorized representatives.

Company 3

Signature: _____

Print Name: _____

Title: _____

Effective Date: _____

In-Synch Systems

Signature: _____

Print Name: Kirk A. Farra

Title: President

Date: _____

SOFTWARE LICENSE AGREEMENT

Schedule A

1. SUPPORT SERVICES DEFINITIONS

- 1.1 "Error Correction." Either a software modification or addition that, when made or added to the software contained in the Products, establishes material conformity of such software to the functional specifications.
- 1.2 "Normal Working Hours." The hours between 8 a.m. and 5 p.m. Eastern Standard Time on the days Monday through Friday excluding holidays.

2. DESCRIPTION OF SUPPORT SERVICES

- 2.1 Support Services include:
 - a. Toll free access to In-Synch System's Technical Support Engineer during Normal Working Hours.
 - b. Answers to specific questions about the Products.
 - c. Reporting of problems experienced with the Products and request for Error Corrections.
 - d. Provide issue resolution and remote update assistance.
- 2.2 Software Provider agrees to:
 - a. Maintain a facility capable of receiving computer-generated reports, and by telephone or network transmission, user reports of systems problems.
 - b. Be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Software Provider in accordance with Software Provider's standard reporting procedures. Following completion of the Error Correction, Software Provider shall provide the Error Correction operating instructions to implement the Error Correction.
 - c. Consider and evaluate the development of Enhancements for the specific use of Client and respond to Client's requests for additional services or maintenance pertaining to the Products, provided that such assistance shall be subject to supplemental charges.

SOFTWARE LICENSE AGREEMENT

Schedule B

1. Professional Services

DEFINITIONS

"Normal Working Hours" The hours between 8 a.m. and 5 p.m. Eastern Standard Time, Monday through Friday excluding holidays.

DESCRIPTION OF PROFESSIONAL SERVICES

1.1. Professional Services may include the following involving the Products:

	<u>Description</u>	<u>Prevailing Rate</u>
a.	Project Management	\$250.00/hour
b.	Application Development	\$300.00/hour
c.	Consulting	\$250.00/hour
d.	Training in Licensed Software	\$200.00/hour
e.	Technical support	\$200.00/hour

1.2. Professional Services are to be considered any services, requested by Client, that are outside of the scope of support of the Products. Professional Services shall be performed during Normal Working Hours, subject to the prevailing rate schedule. Prevailing rates are subject to change at the discretion of Software Provider. A separate agreement is required for all Professional Services.

FEES AND CHARGES

2. Fees

- 2.1. Client shall pay Software Provider the amount set forth in attached Sales Order. Software Provider shall not be responsible for providing Professional Services if Client has any outstanding unpaid charges or has not prepaid any plan Client may have selected.
- 2.2. Client shall reimburse Software Provider for any travel expenses (i.e. transportation, lodging, meals) incurred by Software Provider in providing Professional Services to Client. The travel expenses shall be estimated and shall be part of a Professional Services Agreement.