

☒ **SOFTWARE LICENSE AGREEMENT**
☐ **IT SUPPORT AND HOSTING AGREEMENT**

This **SOFTWARE LICENSE AGREEMENT** (this “**Agreement**”) is made and entered into as of 01-08-2020, by and between Meniffee Police Department, (“**Client**”), and **International Business Information Technologies, Inc.**, a Florida corporation doing business as LEFTA Systems (“**LEFTA Systems**”).

Please check applicable box(es).

1. ☐ **Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in Exhibit A in object code and source code form and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement. Additional services are described in Exhibit B, if applicable.

☒ **Purchase of Software License; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in Exhibit A in object code and source code form and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement. Additional services are described in Exhibit B, if applicable.

☐ **IT Support and Hosting Renewal.** Client previously purchased software from LEFTA Systems and the parties desire to renew the terms of the annual IT Support and Hosting. It is agreed that the IT Support and Hosting are renewed for the time period listed and, on all terms, and conditions specified in this Agreement and described in Exhibit A.

1.1. License Restrictions.

1.1.1. Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider or similar arrangement.

1.1.2. Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

1.2. **Use of Software on Multiple Computers.** Client may install and use the Software on any computer owned or leased and operated by Client, but only in furtherance of Client's activities and not for the benefit of third parties and so long as Client has paid all fees due to LEFTA Systems.

1.3. **Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in Exhibit A. Payments shall be due within 30 days of Client being notified that the Client's site has been “created” and on each anniversary thereof during the term of this Agreement. Each annual IT Support and hosting fees paid to LEFTA Systems shall be deemed fully earned and non-refundable.

- 1.4. Additional Services.** If any additional services are described in Exhibit B attached to this Agreement, Client shall pay fifty percent (50%) of the total amount due for any customized development described in Exhibit B prior to commencement of the customized development, and the remaining amount shall be due upon acceptance of developed work by the Client and shall be payable within 30 days of Client's receipt of a final invoice from LEFTA Systems for such additional services. Client shall be solely responsible for the payment of any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement.
- 1.5. Fee Increases.** The Subscription fees set forth in Exhibit A shall be subject to a maximum increase of 3 percent (3%) per year during the Term of this Agreement.
- 1.6. Late Fees.** Any invoice that is more than 30 days past due shall accrue interest at the rate of 1.5% per month (or portion thereof) until paid in full.
- 1.7. Failure to Pay.** In the event Client fails to pay any amount due to LEFTA Systems within 60 days of the date due, LEFTA Systems may disconnect service. To reconnect the service, Client shall pay all amounts due to LEFTA, including all late fees incurred, and a Reconnection Fee of \$500.
- 2. Term and Termination.**
- 2.1. ☒ Term of Agreement.** The initial term of this shall be ☐3 years ☒5 years commencing on the effective date of this Agreement and shall automatically renew for successive 3 year periods, unless this Agreement is sooner terminated pursuant to the provisions of Section 3.2.
- 2.2. Termination of Agreement.**
- 2.2.1.** Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 2.2.2.** Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 2.2.3. Fees Nonrefundable upon Cancellation.** In the event that, prior to the expiration of the Term, Client terminates the Agreement pursuant to Section 2.2.1 of this Agreement, or LEFTA Systems terminates the Agreement pursuant to Section 2.2.2 of this Agreement, any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 3. Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. For the avoidance of doubt, Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software. The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's jurisdiction and information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. The provisions of Section 4 shall survive the termination of this Agreement for any reason.
- 4. Indemnification.** Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred

or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

5. **Disclaimer of Warranties.** THE SOFTWARE IS BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND LEFTA SYSTEMS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES AS TO THE CONDITION, NONINFRINGEMENT, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEFTA, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. All risk from use and operation of the Software shall reside with Client, and LEFTA Systems shall have no responsibility for any results produced by the Software, or for any use of the Software by Client.
6. **Limitation on Liability.** EXCEPT FOR LIABILITIES ARISING FROM FRAUD: (a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR COVER, LOSS OF BUSINESS OPPORTUNITY OR PROFITS, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO DATA OR OTHER BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) IN NO CASE, AND NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SHALL LEFTA SYSTEMS' LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF LICENSE FEE PAYMENTS ACTUALLY RECEIVED BY LEFTA FROM CLIENT PURSUANT TO THIS AGREEMENT OVER THE THEN MOST RECENT, TWELVE MONTH PERIOD.
7. **Miscellaneous.**

- 7.1. **Notice.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, sent by registered or certified mail, by reputable overnight delivery or courier, for by email, addressed as follow:

Client Name: City of Menifee	International Business Information Technologies, Inc. d.b.a. LEFTA Systems
Client Address: 29844 Haun Road Menifee, CA 92586	10950-60 San Jose Blvd., Suite 101 Jacksonville, Florida 32223
Client Email: tsik@menifeepolice.org	bryanselzer@leftasystems.org
Client Representative: Tiffani Sik	LEFTA Systems Representative: Bryan Selzer, C.E.O.

- 7.2. **Waiver.** No failure or delay by a party in exercising any right under this Agreement or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right under this Agreement.
- 7.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 7.4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF) shall be effective as delivery of a manually executed original counterpart of such signature page.

- 7.5. Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered or supplemented except by a written agreement signed by both parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Client:

Armando G. Villa, City Manager

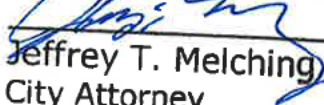
By: 

Name: ARMANDO G. VILLA

CITY MANAGER

Title: CITY OF MENIFEE

Approve as to Form:


Jeffrey T. Melching
City Attorney

allegst


International Business Information Technologies,
Inc. (d.b.a. LEFTA Systems)

By: 

Name: Bryan Selzer

Title: C.E.O.

Exhibit A (Purchase)

Programs and License Fees

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	FACTS Use of Force Software	\$2,500	\$2,500
TPD	FACTS User Licenses <i>(additional licenses can be bought in batches of 5)</i>	\$0.00 each	\$0.00
1	VIPR Vehicle Pursuit Software	\$2,500	\$2,500
TPD	VIPR User Licenses <i>(additional licenses can be bought in batches of 5)</i>	\$0.00 each	\$0.00
1	V-DOC Employee Vehicle Damage Software	\$2,500	\$2,500
TPD	V-DOC User Licenses <i>(additional licenses can be bought in batches of 5)</i>	\$0.00 each	\$0.00
1	PASS Profiling/FIR Software	\$2,500	\$2,500
TPD	PASS User Licenses <i>(additional licenses can be bought in batches of 5)</i>	\$0.00 each	\$0.00
1	Internal Affairs Software (unlimited users)	\$20,000	\$0.00
5	Customization of Applications	Included	Included
TPD	Training Sessions. Two days of onsite training (8am-5pm)	Included	Included
Sub-Total			\$TBD
1	<i>Client will receive the below features free of cost in addition to a 10% multi-application discount if all the above applications are purchased at the same time.</i>		-\$TBD
1	FACTS-CAD integration		TBD
1	Early Warning System		Included
1	Business Intelligence Tool		TBD
Total			\$ TPD
Annual IT Support and Hosting Beginning Year 2			
5	Annual IT Support @ 20% of Total Purchase Price <i>Includes application updates and technical support calls.</i>	20%	\$ TPD
5	Annual Hosting of Application @ \$100/Month for up to 50 GB of data per application	\$0.00 each	\$ TPD

Technical Support

Annual IT Support fees include unlimited technical support Monday – Friday from 8:00 a.m. – 5:00 p.m. EST, excluding holidays. This includes a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number.

- All updates and bug fixes are included in annual IT Support.
- In the event that IT support has either not been renewed or lapsed due to non-payment, an hourly rate of \$150 will apply for each IT support request for any portion of an hour and upgrades will not be available if such interruption is 45 days past the payment due date.
- Updates for applications where IT support has expired are not available for 1 year after IT support has been renewed.

Hosting

The annual Hosting fee includes Client's software application hosted on Microsoft Azure Government servers. Client shall be entitled to up to [20]GB of data without additional charge for each application. If Client uses more than [20]GB of data, additional storage fees shall be billed to and payable by Client. LEFTA Systems current fee schedule for additional data storage is set forth below, but LEFTA Systems may revise such fee schedule from time to time upon 60 days' prior written notice to Client:

Disk Space Memory	Additional Fee
up to.....[20]GB	Included
20.01 - 40 GB	\$250.00
40.01 - 60 GB	\$500.00
More than 60GB	TBD



LEFTA SYSTEMS

International Business Information Technologies, Inc.

d.b.a. LEFTA Systems

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

(800) 405-3109 – Toll Free

Proposal No. 2019-CAMEPDLE/ME-01

CUSTOMER					
AGENCY:	Meniffee Police Department				
ADDRESS:	29844 Haun Road				
CITY:	Meniffee	STATE:	CA	ZIP:	92586
ATTN:	Tiffani Sik				

INFO	
DATE:	01/08/20
REP:	Bryan Selzer
PROGRAM:	LEFTA-METR

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	LEFTA, FTO Patrol Application (unlimited users)	\$6,000	\$6,000
1	METR, Training Records Application	\$2,500	\$2,500
80	METR User Licenses (one-time cost) Includes the following modules: Training Records, Firearms Qualifications, Exams/Tests, Training Videos, Disciplinary Actions, Issued Equipment and Attachments.	\$75 each	\$6,000
1	Training Request	\$1,000	\$1,000
2	Active Directory	\$1,000	\$1,000
1	LEFTA FTO application and METR integration	Included	Included
1	EDI Integration	Included	Included
1	FTO CA POST Package	Included	Included
2	Customization of Applications	Included	Included
4	Virtual Training Sessions for FTOs and Management	Included	Included
		Subtotal	\$16,500
Multiple Application Discount (When applications are purchased at the same time. Does not affect cost of support and recurring fees)		10%	-\$1,650
Hosted by LEFTA Systems (Government Azure)			
1	Annual IT Support @ 20% of total purchase price <u>before any discounts</u> Includes updates and phone support	20%	\$3,300
2	Annual Hosting of applications up to 20 GB data for each application	\$600	\$1,200
		TOTAL:	\$19,350

Price quote proposals are based on information provided to LEFTA Systems by the agency listed above and are good for 90 days from the date of this proposal.

LEFTA Systems Authorized Signature

01/08/2020
Date