



Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602
877.729.9653
www.crywolf.us

ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between **Public Safety Corporation (PSC)** a Florida corporation, with administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland 20602; and, the **Fort Bend County (County)** with its principal place of business at **301 Jackson, Richmond, Texas 77469**.

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf, (also referred to as the "Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms; and,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the County purchased a non-transferable, non-exclusive license to use CryWolf through SHI Government Solutions.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of License.** The County is hereby licensed annually, for so long as the County continues this Annual Software License and Maintenance Agreement (Agreement), to use the Software on the County's single system, network, or multiple independent systems, as stated in **Schedule A – Provided Software Licenses**.
2. **Support Services to County.** Training, installation and other support services are to be provided, as outlined in **Schedule B – CryWolf Statement of Work ("Statement of Work")** dated **June 26, 2017**. Any and all travel expenses incurred by PSC through performance of services under the Statement of Work shall be subject to the County's Travel Policy.
3. **Payment.** The County shall pay Software House International (SHI) for license(s) and the Support Services described and provided all as stated in **Statement of Work**.
4. **Technical Support.** PSC shall provide the County with technical support by telephone, electronically, and by publication for no additional fee as part of this Agreement (See **Schedule A**). PSC maintains a website to facilitate its technical support.
5. **Upgrades and Additional Services.** The County and PSC may upgrade, add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.

6. **Changes.** The County may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.
7. **Annual Software License and Maintenance Renewal.** Six (6) months after software live operation begins; the County shall have the option to continue the Agreement with PSC. The annual fee for continuing this software license and maintenance shall be \$6,600 for the first annual renewal period, and shall be paid directly to PSC. After the first annual period, the fee may be increased by no more than 6% annually, unless custom software modifications are made at the County's request, or additional software licenses are added by executing a mutually agreed contract supplement.
8. **Not for Commercial Use or Resale.** Use of the Software is limited to use by the County. The County shall not use this Software for commercial purposes. The County shall not resell, or otherwise transfer for value, the Software.
9. **Removal, Transfer, or Modification of Software.** The County shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the County's usual location for keeping computer data back-ups). The County shall not remove the Software outside the United States. The County shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.
10. **Reproduction and Copyright.** The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. To the extent permitted by law, the County shall not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without prior written consent of PSC, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network. The Software must be copied as a whole and each copy must include this Agreement. To the extent permitted by law, all other copying is prohibited. It is understood and agreed by PSC that the County is a governmental unit subject to the Texas Open Records Act.
 - a. In the event there is a request for the information subject to this Section, Section 17, or any other part of this agreement, County shall notify PSC, who may take such action as it deems necessary to protect or prohibit the release of the information.
11. **Limitations on Reverse Engineering, Decompilation and Disassembly.** The County shall not reverse engineer, decompile, or disassemble the Software.

12. **Separation of Components.** The Software is licensed as a single product. Its component parts shall not be separated.
13. **Notices of Intellectual Property Rights.** The County shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.
14. **Warranty and Disclaimer.** The Software will perform in accordance with its accompanying administrative and user manuals and any additional County specifications included in this Agreement. For a period of one year from the date of Acceptance (Live Operation), PSC agrees to correct or replace, at its own expense, any software that does not conform to this documentation and specifications.
- a. Except for performing in accordance with the Software manuals and the Statement of Work specifications in Schedule B, the Software is licensed "as is" and PSC does not guarantee that the Software will meet "all requirements" of the County's business or all requirements of the Software with which it interacts.
15. **Termination.** The software license shall terminate immediately if the County does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to other locations, unauthorized copying of the Software, or modifying the Software in any manner. The County may terminate this license at any time by so indicating in writing to PSC.
16. **Return/Destruction of Software.** Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed, at PSC's option. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.
17. **Protection of PSC Trade Secrets and Intellectual Property.** Except as directed by PSC and permitted under this Agreement, the County shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The County shall not decompile, reverse engineer, or disassemble the Software. Only the County's employees or agents understanding the basic terms of this license and who are aware of PSC's ownership of the Software shall have access to any facility for copying the Software or decompiling, disassembling, or modifying it. PSC hereby grants the right to the County to copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the County's single-user system, multiple-user system, or network, as authorized by this

Agreement.

18. **Audits.** PSC may make reasonable examinations of the County's computer installations to ascertain that the County is complying with the limitations upon copying stated in this Agreement. If such an examination shows any non-compliance, PSC may terminate this Agreement, and the County shall pay any amount then due under the contract.
19. **Injunctive Relief.** The misuse, copying, or disclosure of the Software will give rise to irreparable injury to PSC, and leave PSC inadequately compensated in damages. Accordingly, to the extent allowed by law, PSC may seek and obtain injunctive relief against the County's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. The County further acknowledges and agrees that these covenants are necessary for the protection of PSC's legitimate business interests and are reasonable in scope and content.
20. **Related Software.** This Agreement may be executed concurrently along with an agreement with other software companies that cover certain application software that works with the Software. The County acknowledges that the other software companies and PSC are each responsible for different functions and that there are no representations or agreements regarding the Software other than those contained in this Agreement.
21. **Governing Law.** The laws of the State of Texas shall govern this Agreement.
22. **Assignments, Transfers.** This Agreement, the rights, duties, and obligations in this license, or the Software and its documentation shall not be assigned or transferred by the County or PSC. Sale of a majority of the assets or stock of PSC to a third-party company shall not constitute an assignment of this Agreement.
23. **Notices.** Notices to parties shall be at the addresses stated above.
24. **Consent to Jurisdiction, Venue, and Service.** All legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Texas. The County consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts located in Fort Bend County. Service of process in any such proceeding shall be made by certified mail, return receipt requested, addressed to the party where it is to receive notice.
25. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.
26. **Attorney Fees.** In the event of litigation between the parties, neither party shall be entitled to recover attorney fees or costs.

27. **No Waiver.** The failure by any party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.
28. **Complete Agreement.** This Agreement sets forth the entire understanding of the parties as to the Agreement's subject matter and may not be modified except by further written agreement.

WHEREAS, the parties have executed this Agreement on the dates indicated below.

PUBLIC SAFETY CORPORATION

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

FORT BEND COUNTY, TEXAS

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

SCHEDULE A – PROVIDED SOFTWARE LICENSES

Three (3) Full CryWolf Software License– provides complete false alarm management functionality including registration and permitting, correspondence management, false alarm tracking and billing, collection and payment management, hearing and appeals, and management reporting. The Full license is generally installed for users with complete alarm enforcement responsibilities, e.g. alarm section, unit or department staff).

CryWolf Citizen facing Web Pages – For Registrations, Updates and Payments – provides for Registration, Citizen account access, Payments and County Administrative inquiry using the COTS CryWolf Web Pages.

Schedule B – CryWolf Statement of Work

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-276883

Date Filed:
10/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Public Safety Corporation
Waldorf, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

498-15
end user license agreement

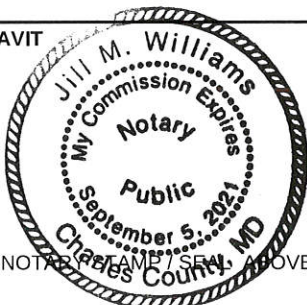
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



George R. Wilson

Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said George R. Wilson, this the 26th day of October, 2017, to certify which, witness my hand and seal of office.

Jill M. Williams

Signature of officer administering oath

Jill M. Williams

Printed name of officer administering oath

Contract Manager

Title of officer administering oath