

## **END USER LICENSE AGREEMENT**

This End User License Agreement (the “EULA”) constitutes a legal agreement between Grantee and School Safety Grant, LLC (“School Safety Grant”) regarding Grantee’s use of the School Safety Grant software for which Grantee has received a royalty-free license grant (the “Software”). “Grantee” or “You” means the organization identified in the signature block hereof as such, as further specified on Schedule A. Please read this EULA carefully before downloading or installing the Software. Grantee may only use the Software pursuant to this EULA. By downloading, accessing, or otherwise using this Software, You acknowledge that You have read, understood, and agree to be bound by this EULA. If You do not accept the terms and conditions of this EULA and do not wish to be bound by the EULA, do not download, install, or otherwise use the Software.

### **1. LICENSE AND RESTRICTIONS**

- 1.1. Grant of License.** School Safety Grant hereby grants to Grantee a limited, non-exclusive, non-transferable, non-sub licensable, fully paid right and license to access and use the Software in machine-readable, object code form and the accompanying user manuals (the “Documentation,” and collectively with the Software, the “Licensed Property”) as authorized in this EULA solely for Grantee’s own operations at the locations identified on Schedule A. Any use of the Licensed Property not expressly permitted by this EULA is prohibited. For purposes of this EULA, “Licensed Property” includes any updates, enhancements, modifications, revisions, or additions to the Software or the Documentation made by School Safety Grant and made available by School Safety Grant to end users with or without additional consideration. Notwithstanding the foregoing, in no event is School Safety Grant required to provide Grantee with any updates, enhancements, modifications, revisions, or additions to the Licensed Property. If, however, School Safety Grant does furnish to Grantee updates, enhancements, modifications, revisions, or additions to the Licensed Property, Grantee’s use of such items shall be subject to the terms and conditions of this EULA. If Grantee has elected to receive any bundled products identified on Schedule A (“Bundled Products”) use of them will be governed by this EULA and by the Bundled Product Addendum attached as Schedule B.
- 1.2. Scope of Use.** Grantee may use the Software on or with the equipment owned, leased, or otherwise controlled by Grantee at the location(s) as identified on Schedule A. For purposes of this EULA, “use” of the Software means loading the Software into the temporary or permanent memory of a computer. The Software may not be used on or distributed to a greater number of locations than identified on Schedule A. Use or distribution of the Software to additional locations constitutes a breach of this EULA.
- 1.3. Restrictions.** This EULA strictly prohibits reverse engineering, disassembling, decompiling, modifying, translating, or creating derivative works of the Software in whole or in part. The Licensed Property is protected by the copyright laws of the United States and other international laws and treaties, and may not be reproduced, republished, displayed, duplicated, distributed, copied, transmitted, sold, resold, modified or otherwise exploited for any purpose without the prior written consent of School Safety Grant. Notwithstanding the foregoing, Grantee may make one copy of the Licensed Property for archival, emergency, back-up, or disaster recovery purposes only.

**1.4. No Services.** Except expressly provided on the Order Form (Schedule A) or in a subsequent writing signed by both parties, School Safety Grant is under no obligation to provide any services to Grantee with respect to the Licensed Property.

## **2. PROPRIETARY RIGHTS**

**2.1. Ownership.** Grantee acknowledges that: (i) School Safety Grant and its licensors own the full right, title and interest in and to the Licensed Property and all related intellectual property rights, including but not limited to patents, copyrights, trademarks, trade names, trade secrets, and any and all alterations, adaptations, modifications, updates, enhancements, revisions, additions, or changes to the Licensed Property or derivative works thereof; and (ii) Grantee shall have no right or interest in or to the Licensed Property or any related intellectual property, including but not limited to patents, copyrights, trademarks, trade names, trade secrets, and any all alterations, adaptations, modifications, updates, enhancements, revisions, additions, or changes to the Licensed Property or derivative works thereof.

**2.2. Copies.** The original and all copies of the Licensed Property in Grantee’s possession shall be the property of School Safety Grant. All copyright and other proprietary notices and markings must be retained and reproduced in their entirety on all copies of the Licensed Property.

**2.3. Trademarks.** All product names, trademarks, service marks, symbols, trade names, company names, or logos (collectively, the “Marks”) used in connection with the Licensed Property are the property of their respective owners and appear through the courtesy of, or a license from, such owners. All Marks are protected by law, including without limitation United States laws regarding trademark and unfair competition. This EULA does not grant Grantee any interest in any Mark and Grantee is not permitted to use any Mark owned by School Safety Grant or its licensors without first obtaining the express written consent of School Safety Grant and the applicable licensor(s).

## **3. TERM AND TERMINATION**

**3.1. Term.** This EULA is effective as of the Effective Date set forth in Schedule A for a term of one (1) year, and shall automatically renew thereafter for additional terms of one year until terminated by Grantee or by School Safety Grant as provided in Sections 3.2 or 3.3 hereof.

**3.2. Termination.** Grantee may elect not to renew this EULA (which termination shall also terminate any Bundled Product Addendum on Schedule B) at the end of any term hereof, by (1) providing written notice of termination to School Safety Grant at least sixty (60) days before the anniversary of the Effective Date, and (2) returning all copies of the Licensed Property and any Bundled Products to School Safety Grant or destroying all such copies and providing written verification of such destruction to School Safety Grant.

**3.3. Termination by School Safety Grant.** School Safety Grant may terminate this EULA immediately if Grantee breaches any term or condition hereof (including, without limitation, failure to timely pay any maintenance fees or fees for Bundled Products as set forth on the Order Form (Schedule A) by giving Grantee written notice of such breach and of School Safety Grant’s decision to terminate the EULA. In addition, School Safety Grant may terminate this EULA at the end of any annual term, upon no less than sixty (60) days written notice to Grantee. If Grantee has elected to use Bundled Products, and the agreement between School Safety Grant and the licensor

of any Bundled Product is terminated, this EULA will terminate at the end of its then-current term, but Grantee may elect to reinstate it for any subsequent terms without the Bundled Product associated with such licensor.

**3.4. Effects of Termination.** Upon termination of the EULA by Grantee or by School Safety Grant: (a) all rights granted under this EULA and under the Bundled Product Addendum shall immediately terminate; (b) Grantee shall immediately cease using the Licensed Property and Bundled Products, if any; and (c) Grantee shall return all copies of the Licensed Property and any Bundled Products to School Safety Grant or destroy all such copies and provide written verification of such destruction to School Safety Grant. If Grantee has paid any maintenance fees or fees for Bundled Products, termination of this EULA will not affect School Safety Grant's entitlement to any sums due hereunder and will not be entitled to any refund of any portion of any fees paid.

**3.5. Survival.** The provisions of Articles 2, 3, 4, 6, 7, and 11 and Section 5.3 shall survive termination of this EULA for any reason.

#### **4. INDEMNIFICATION**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Grantor and Grantee shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

To the fullest extent permitted by law, the Grantor and Grantee agree to indemnify and hold the other's officials, employees and agents harmless from action, demands, claims, losses, liabilities, and expenditures of any kind including, but not limited to, reasonable attorneys' fees, court costs and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the other, and other persons employed or utilized by that party in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

#### **5. WARRANTIES AND DISCLAIMER**

**5.1. School Safety Grant's Warranty.** School Safety Grant represents and warrants that it has the right and authority to grant the license hereunder with respect to the Licensed Property, and to provide the Bundled Products, if any.

**5.2. Performance Warranty.** School Safety Grant warrants that, for a period of ninety (90) days from the date of shipment of the Licensed Property (the "Warranty Period"), the Software will function in accordance with accompanying Documentation in all material respects. If (a) the Software fails to conform to the preceding warranty during the Warranty Period, (b) Grantee provide School Safety Grant with written notice of the defect, failure, or problem prior to the end of the Warranty Period, and (c) Grantee is able to reproduce the non-conformity on an unmodified copy of the Software, Grantee's sole and exclusive remedy is the repair or replacement of the Software by School Safety Grant at no additional charge. This warranty is void if the non-conformity is caused in whole or in part by: (i) a defect in any portion of any hardware or other equipment not owned and provided by School Safety Grant; (ii) any third party software, operating system, hardware, firmware, peripheral, or communications device used in connection with the Software; (iii) Grantee's failure to follow the most current instructions promulgated by School Safety Grant with respect to the Software; (iv) Grantee's negligence; or (v) unauthorized use of the Software. If School Safety Grant determines that any warranty claim that Grantee reports falls within any of the foregoing exceptions, Grantee will pay School Safety Grant for its services at School Safety Grant's hourly rates then in effect.

**5.3. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.1 AND 5.2, SCHOOL SAFETY GRANT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SCHOOL SAFETY GRANT EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, INCLUDING

WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SCHOOL SAFETY GRANT DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, THAT IT WILL BE FREE FROM DEFECTS OR ERRORS, OR THAT THE SOFTWARE IS DESIGNED TO MEET ALL OF GRANTEE'S BUSINESS REQUIREMENTS. SEE SCHEDULE B FOR ANY EXPRESS WARRANTIES ASSOCIATED WITH BUNDLED PRODUCTS. ALL WARRANTIES FOR BUNDLED PRODUCTS, IF ANY, FLOW DIRECTLY FROM THE LICENSOR OF SUCH BUNDLED PRODUCT TO GRANTEE THROUGH THE BUNDLED PRODUCTS ADDENDUM ON SCHEDULE B.

**6. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SCHOOL SAFETY GRANT, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THIS EULA OR THE USE OR INABILITY TO USE THE LICENSED PROPERTY, REGARDLESS OF WHETHER SUCH CLAIM, DEMAND, OR ACTION IS BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER SCHOOL SAFETY GRANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE, AGGREGATE DAMAGES OF EITHER PARTY WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, IMPLIED TERM OR CONDITION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE SUM OF THE FEES PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CLAIM AROSE. THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

- 6.1. Remedies.** If Grantee is dissatisfied with the Software or Bundled Products, Grantee's sole remedy is to discontinue use of the Software or such Bundled Products.

**7. CONFIDENTIAL INFORMATION**

"Confidential Information" means the Software, Documentation, and any proprietary materials or non-public business information (including any pricing information) or technical information that is disclosed to Grantee in connection with this EULA. Grantee shall not use or disclose any Confidential Information except as expressly permitted herein and Grantee shall use all reasonable measures to maintain the confidence of all such Confidential Information, which measures will in no event be less than the measures that Grantee take to protect its own proprietary or confidential information. Notwithstanding the foregoing, Grantee may disclose Confidential Information to the extent required by law or by order of a court or governmental agency of competent jurisdiction; City is a public agency subject to Chapter 119, Florida Statute. To the extent the School Safety Grant, LLC. is acting on behalf of the City pursuant to Section 119.0701, Florida Statute the School Safety Grant, LLC. shall comply with all public records laws in accordance with Chapter 119, Florida Statute.

**8. AUDIT**

School Safety Grant may, without notice and at any time during reasonable business hours, but not more than once every twelve months, either on its own or through a duly authorized representative, conduct an audit of

Grantee's use of the Software and any Bundled Products to ensure that Grantee is complying with the terms of this EULA.

**9. COMPLIANCE WITH LAWS**

Grantee must comply with all applicable laws, rules, and regulations, including U.S. export and re-export control laws and regulations. Any breach of this Article 9 shall immediately terminate the license and rights granted by School Safety Grant hereunder, and may subject Grantee to civil and/or criminal prosecution.

**10. TAXES**

Grantee is responsible for all local, state and federal sales, use, withholding, excise, personal property, value-added, or other similar taxes, assessments or duties that may now or hereafter be imposed upon this EULA or that are based on or in any way relating to this EULA, the Licensed Property, or any services related thereto, excluding, however, taxes on School Safety Grant's income.

**11. GENERAL**

- 11.1. Relationship of the Parties.** Nothing in this EULA shall be deemed to create an agency, partnership, employment or joint venture relationship between Grantee and School Safety Grant.
- 11.2. Headings.** Headings contained in this EULA are for reference only and shall not affect the meaning or interpretation of this EULA.
- 11.3. Amendment.** This EULA cannot be amended except by a writing that specifically references this EULA and is signed by both parties.
- 11.4. Governing Law.** The parties waive the privilege of venue and agree that all litigation between them will be exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the Federal Courts shall take place exclusively in the Southern District in and for the State of Florida.
- 11.5. Assignment.** Neither this agreement nor any interest here in may be assigned, transferred, or encumbered by any party, without the prior written consent of the other party.
- 11.6. Waiver.** No failure or delay by Grantee or School Safety Grant in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.7. Severability.** If any provision of this EULA is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this EULA shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties hereto.
- 11.8. Entire Agreement.** This EULA (including all Schedules hereto) constitutes the entire agreement and understanding between Grantee and School Safety Grant with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties by their authorized signatures below have executed this EULA as of the Effective Date.

**SCHOOL SAFETY GRANT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COCONUT CREEK (“Grantee”)**

BY: \_\_\_\_\_  
Karen M. Brooks, City Manager      Date

ATTEST:

\_\_\_\_\_  
Leslie Wallace May, City Clerk      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

Schedule A

Order Form for Grantees  
(Not for use with Law Enforcement)

Grantee Name:

Grantee Authorized Location(s):

Effective Date:

Basic Monthly Maintenance Fees:

Included Services: Initial implementation, onboarding and remote training are included.

Bundled Products, if any.