

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of 4/1/2022 by and between **TIBEX TECHNOLOGY, INC.**, at 2401 Rhode Island Avenue South, Saint Louis Park, Minnesota 55426 ("**LICENSOR**") and **CITY OF MAPLE GROVE** at 12800 Arbor Lakes Parkway North, Maple Grove, MN 55369 ("**LICENSEE**").

WHEREAS, Licensee wishes to license the **LENS** software for the purpose of managing cases and Tibex Technology desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, Tibex Technology grants to Licensee a non-exclusive, non-transferable license to use the LENS software (the "Licensed Program") for the purpose of managing cases. Licensee may use the Licensed Program for its own use, and may translate or modify the licensed program or incorporate them into other software. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO TIBEX TECHNOLOGY

a. Licensee shall pay, upon delivery of the Licensed Programs, the license fees set forth in Exhibit A attached hereto.

b. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If **L i c e n s o r** is required to pay any such amounts, Licensee shall reimburse Licensor in full.

3. COPIES

Licensee may make copies of the Licensed Program for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Programs.

4. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of Tibex Technology.

5. PROPRIETARY RIGHTS

Licensee recognizes that Tibex Technology regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Tibex Technology. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6. TERM

The license granted here under shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

Tibex Technology may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from Tibex Technology.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to TIBEX TECHNOLOGY a certificate which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9. SUPPORT

If Licensee purchases Software Support as set forth in Exhibit A, Licensor will provide to Licensee the following support with respect to the Software:

i. If Licensee notifies Licensor of a program error (“bug”) respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification.

ii. If there is an application failure that causes the Licensee to be unable to work or perform some significant portion of their job and there is no workaround, Tibex Technology is required to respond within one hour and provide an acceptable resolution in 24 hour.

iii. In the case that Licensee has technical questions in the use of the Software Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without additional charge to Licensee.

iv. If Licensee is not satisfied with the support, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

v. The following services are NOT covered under this agreement:

- a) **Procurement of new software or hardware**—Procurement of new software or hardware for use within Licensee, or for use for Licensee at Tibex Technology. All software or hardware required for Tibex Technology's use to support Licensee's applications will be the responsibility of Licensee.
- b) **Software licensing**—Tibex Technology will not provide software or licensing for HCL Domino. Licensee will provide all software and licensing for software.
- c) **Specific training**—Licensee will provide the training, and associated costs, for all users of LENS.
- d) **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
- e) **Perfective maintenance**—Defined as activities relating to enhancements to provide additional functionality to LENS.
- f) **New development**—Any change in a database or system that involves addition of functionality, even if the new functionality would seem to be an improvement over the old one.

10. DELIVERY OF LICENSED PROGRAMS

Tibex Technology shall use its best efforts to install and configure the Licensed Programs after receipt of a purchase order.

11. WARRANTY DISCLAIMER

TIBEX TEHCNOLOGY licenses, and Licensee accepts, the licensed programs "AS IS." TIBEX TEHCNOLOGY PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

12. PATENT AND COPYRIGHT INDEMNITY

TIBEX TEHCNOLOGY will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. TIBEX TEHCNOLOGY will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided TIBEX TEHCNOLOGY is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in TIBEX TEHCNOLOGY'S opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, TIBEX TEHCNOLOGY may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 5 (five) year, straight-line basis. TIBEX TEHCNOLOGY shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Program with hardware, software or data not supplied by TIBEX TEHCNOLOGY where the use of Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

13. LIMITATION OF LIABILITY

TIBEX TEHCNOLOGY'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO TIBEX TEHCNOLOGY. IN NO EVENT SHALL TIBEX TEHCNOLOGY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

14. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

15. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of Minnesota and it shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

17. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of TIBEX TEHCNOLOGY.

18. EXPORT REGULATIONS

Licensee understands that TIBEX TEHCNOLOGY is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold TIBEX TEHCNOLOGY harmless from any loss, damages, liability or expenses incurred by TIBEX TEHCNOLOGY as a result of Licensee's failure to comply with any export regulations or restrictions.

19. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or TIBEX TECHNOLOGY'S order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE:

LICENSOR:

Tibex Technology, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: Tibebu Shitaye

Title: _____

Title: President

EXHIBIT A

LENS Costs and Fees

	Per User/ Per Year	Users	Total
LENS Prosecution and Forfeiture	\$1,250.00	4	\$5,000.00
HCL Domino	\$178.00	4	\$712.00
LENS Support	\$500	4	\$2000
Total			\$7,712.00

Installations (One Time Cost)		Hours	Total
LENS Installation and Configuration		40	\$5,400.00
BCA Statutes Integration		8	\$1,080.00
BCA E-Charging Complaint Integration		16	\$2,160.00
MNCIS Court Hearing Integration		16	\$2,160.00
Training LENS Users – 2 Hours + 2 Hours Prep		4	\$540.00
Training Mergeable Word Documents		4	\$540.00
Total			\$11,880

EXHIBIT B

LENS Installation Timeline

Number of days after purchase order is signed and Windows server is available for Tibex Technology to start work

LENS Installation and Configuration	30 Days
BCA Statutes Integration	30 Days
BCA E-Charging Complaint Integration	30 Days
MNCIS Court Hearing Integration	30 Days
Training LENS Users – 2 Hours + 2 Hours Prep	30 Days
Training Mergeable Word Documents	30 Days

NOTES:

Remote access to Tibex Technology is required to provide installation and ongoing support to LENS.