

Exhibit 4 SOFTWARE LICENSE AGREEMENT

To Contract _____

1. Entire Agreement

This Software License Agreement, as an attachment to the Contract, and all documents, referenced herein, constitutes the software license agreement between the Contractor and the County and supersedes all proposals, oral and written, between the parties on this subject.

2. License

- 2.1. The Contractor hereby grants the County a nonexclusive, nontransferable and perpetual license to use the _____ Software (hereinafter "Software") as described in Exhibit A, including the source code(s) and related documentation. The licensed Software shall include in its meaning, in addition to the description contained in Exhibit A, any improvements, additions, or modifications of the version or versions of the Software which the Contractor licensed to the County to use and all materials, documentation and technical information provided to the County in any form for use in connection with the Software.
- 2.2. The County may utilize the object code version of the Software as required by the County.
- 2.3. The County may use and copy Documentation pertaining to the Software.
- 2.4. The County shall be permitted to make backup copies of the Software and Documentation. The County may copy, reproduce, modify, adapt or translate the Documentation as it deems necessary provided that such copies are used in accord with the License granted herein and any such copies of the Documentation are utilized solely by County.

3. Delivery and Installation

- 3.1 The Contractor shall provide the County with the ability to upload the Software and provide the necessary support services, including training, at no additional charge.
- 3.2 If the Software cannot be uploaded, then the Contractor shall deliver the Software at the time, place and order of delivery as described in Exhibit A. The Contractor shall install the Software and provide necessary support services, including training, at no additional charge.

4. Source Code

Concurrent with delivery of the Software hereunder, the Contractor shall place a copy of the source code for the Software into escrow pursuant to the Escrow Agreement executed with this Software License Agreement. The Contractor shall improve, add to, or otherwise modify the source code prior to or at the time any modifications are available to the Contractor's customers. Should the Contractor default at any time during the performance of the Contract or during the term of the Maintenance Agreement, or meet any other default condition described in the Source Code Escrow Agreement, then the County shall have the

right to obtain the fully licensed source code as further described in the Source Code Escrow Agreement.

5. Acceptance Testing

The Acceptance Testing shall be as described in Contract.

6. Payment

In consideration of the license granted to the County by this Software License Agreement, the County shall pay to the Contractor the License Fee as identified in Exhibit 2, of the Contract.

7. Improvements and Modifications

Improvements in the Software, including any additions or modifications made by the Contractor to or in the Software at any time after Final Acceptance testing, which improve the efficiency and effectiveness of the basic program functions and which do not change the agreed upon functions, shall be furnished and licensed to the County at no charge.

8. Termination

The termination provisions of the Contract shall be applicable to the termination of this License Agreement.

9. Warranties

The warranty provisions of the Contract shall be applicable to this License Agreement.

10. Limitation of Liability and Indemnity

The Limitation of Liability and Indemnity provisions of the Contract shall apply to this Software License Agreement.

11. Miscellaneous

- 11.1 The terms and conditions of the Contract shall have precedence and control over any term and condition of this Software License Agreement which may be in conflict with the Contract. To the extent that this License Agreement is silent with respect to terms and conditions in the Contract, the terms and conditions in the Contract shall control.
- 11.2 Severability. Any invalidity, in whole or in part, of any provision of this License Agreement shall not affect the validity of any other of its provisions.
- 11.3 Assignment to Other Public Entities. The County shall have the right to assign its rights and obligations under this Software License Agreement to any other public entity, provided that any permitted assignment or transfer of rights shall bind the assignee public agency to the terms and conditions of this License Agreement.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement to be executed and do each hereby warrant and represent that their respective signatory who signature appears below has been and is on the date of this Software License Agreement duly authorized by all necessary and appropriate corporate action to execute this Software License Agreement.

CONTRACTOR:

COUNTY

By: _____ By: _____

Its _____ Its: _____

SOFTWARE LICENSING AGREEMENT

EXHIBIT A

1. DESCRIPTION OF SOFTWARE:

- (a) The performance capabilities, performance characteristics, specifications, functions, hardware requirements, and time characteristics, on specified computer equipment, of the Software are as follows:
- (b) The following manuals, selling materials and other documentation provided by the Contractor to describe the Software and its performance characteristics and capabilities are attached to Contract _____ as Attachment(s) _____ and are incorporated by reference to the Software License Agreement as if fully stated herein.