

SOFTWARE LICENSE AGREEMENT FOR defenderData™ – Prime Edition

“LICENSEE” – Name: _____

Address: _____

“LICENSOR” – **JUSTICE WORKS LLC**

1148 W Legacy Crossing Blvd, Suite 330, Centerville, UT 84404

1. Grant of License. Justice Works, LLC (“Licensor”) hereby grants to Licensee, and Licensee accepts from Justice Works, a limited, personal, nonexclusive, nontransferable, non-assignable license to use the defenderData™ Prime System (hereinafter the “Licensed Software,” as defined in Exhibit A attached hereto and made a part of this Agreement.

2. Scope of License. Licensee agrees that it will use the Licensed Software hereunder only in connection with its own firm and, it will not, without the express written permission of Justice Works, sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee’s “own firm” shall include Licensee’s affiliates as identified in the attached Exhibit A.

3. Payment Terms.

(a) Monthly Subscription Fees. Licensee commits to and agrees to pay the Monthly Subscription Fees described in the attached Exhibit A (“Price of Software Subscription and License Initiation Fee”).

(b) Justice Works shall invoice Licensee monthly for the License Subscription Fees. All invoiced fees are due net 15 days from the date of Justice Works’ invoice and are non-refundable. If Justice Works does not receive the full invoiced amount within thirty (30) days of the invoice date, an additional one-point-five percent (1.5%) (or the highest amount allowed by law, whichever is lower) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to Justice Works. Licensee shall also be liable for any and all reasonable attorneys’ fees and costs of collection arising from Justice Works’ efforts to collect any unpaid balance of Licensee’s account.

4. License Activation Date. The License Activation Date shall be the date that Licensee receives the Licensed Software or the Effective Date of this Agreement, whichever is later.

5. Duration and Termination

(a) Duration. Unless terminated earlier as provided elsewhere in this Agreement, Justice Works will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fees during the Term defined in Exhibit A (“Term”). In the event that Licensee continues to license the Licensed Software past the Term, it shall continue only on a month to month basis, with either party having the right to terminate the Agreement at any time upon thirty (30) days prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended period of this Agreement, Justice Works, at its option, may invoice Licensee at the fee rates contained in this Agreement or at fee rates being charged other licensees for the Licensed Software at that time.

- (b) Voluntary Termination. Effective at any time, this Agreement may be terminated by Licensee for any reason upon thirty (30) days prior written notice.
- (c) For Breach. Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach. Without limiting the generality of the foregoing, failure to make any payment to Justice Works when due is a material breach of this Agreement on the part of Licensee.
- (d) Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Justice Works prior to the termination of this Agreement, as the case may be.
- (e) Ownership of Client Data if Contract is Terminated. Justice Works agrees that in event of the termination of this contract, all data in regards to Blaine County Public Defender's clients and work product will be retained by the Blaine County Public Defender Office without dispute. Justice Works agrees to provide client data in a useable and transferable format to the Blaine County Public Defender.

6. License Not a Sale. The license pursuant to this Agreement does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Justice Works. Nor shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

7. Software Maintenance Justice Works shall have no obligation to provide modifications or enhancements to the Licensed Software except as may be provided in a separate maintenance agreement. Defects encountered in the software or data will be remedied by Justice Works. Failure to remedy critical defects within 30 days of the defect report is a material breach of this Agreement on the part of Justice Works.

8. User Registration. Each qualified "user" of the Licensed Software will be assigned a separate login name by Justice Works or Licensee. It is Licensee's responsibility to keep all login names and passwords secret. Licensee agrees that each registered user account will be used by one person at a time. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user.

9. Warranties. For so long as Licensee licenses the Licensed Software from Justice Works, Justice Works warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Justice Works may void this warranty if Licensee (i) augments or alters the Licensed Software or causes or allows any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Justice Works; or (iii) fails to keep its payments to Justice Works current.

10. DISCLAIMERS.

- (a) **DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY.** LICENSEE EXPRESSLY AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK. THE LICENSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER JUSTICE WORKS NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE LICENSED SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE LICENSED SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND JUSTICE WORKS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE. LICENSEE FURTHER AGREES THAT JUSTICE WORKS SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.
- (b) **LICENSEE REMEDIES.** LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO JUSTICE WORKS BY OR ON BEHALF OF LICENSEE FOR LICENSING THE LICENSED SOFTWARE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. JUSTICE WORKS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF JUSTICE WORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY LICENSEE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.
- (c) **Alternative.** Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Justice Works' liability is limited to the greatest extent permitted by law.

11. Proprietary property of Justice Works.

- (a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Justice Works, and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Justice Works, which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customers of Licensee. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to disclose such use, and approval of such materials, by Justice Works.
- (b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Justice Works, the unauthorized disclosure of any part of which would result in serious injury to Justice Works. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or those that reasonably should be employed, by Licensee to protect its own most proprietary information.
- (c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and to comply with applicable laws and regulations.
- (d) The obligations of this Paragraph 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software, would cause irreparable harm to Justice Works for which there is no adequate remedy at law. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Justice Works may, at its discretion and at Licensee's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems necessary to protect its rights. If Justice Works, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Justice Works, that there will be no such unauthorized disclosure or use. In the absence of such assurance, Justice Works may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 13(a). The rights of Justice Works hereunder are in addition to any other remedies provided by law.
- (e) In the event Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this Agreement or any other agreement between Licensee and Justice Works, together with all payments made under this Agreement or any other agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Justice Works or its successor. Justice Works

may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

- (f) The rights of Justice Works under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity.

12. Non-Disclosure of Confidential Information

- (a) Definition. "Confidential Information" means any material, data, or information in whatever form or media of the Licensee which the Licensee desires to protect against disclosure. Such information includes, but is not limited to, criminal history record information, intelligence or investigative information or reports, juvenile court records, attorney work product, or any other applicable state and federal laws governing the confidentiality of information and records.
- (b) Confidential Relationship. Justice Works understands and acknowledges that the retention of Justice Works by the Licensee creates a relationship of confidence and trust between Justice Works and the Licensee with respect to any Confidential Information that may be learned, transferred, or developed during the performance of Justice Works' services and the Licensee is providing Justice Works access to its Confidential Information in reliance upon Justice Works' promises of confidentiality contained in this Agreement.
- (c) Protection of Confidential Information. Justice Works represents and warrants that Justice Works will: (i) not disclose to any third party (excepting the Licensee) or use any Confidential Information except as expressly permitted in this Agreement; (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control and shall not directly or indirectly disclose, copy, redistribute, republish or allow any third party to have access to any Confidential Information; (iii) not seek to benefit personally or permit others to benefit personally by any Confidential Information; (iv) not knowingly include or cause to be included in any record or report a false, inaccurate or misleading entry. Notwithstanding the above, Justice Works may disclose Confidential Information: (i) to its agents and employees provided such agent or employee has been made aware of his or her obligations under this Agreement, or (ii) if so required by law (including court order or subpoena).
- (d) Return of Confidential Information. Unless Justice Works has received written authorization from the Licensee otherwise, upon expiration, termination, or completion of Justice Works' services or upon request by the Licensee, Justice Works shall either: (i) return Confidential Information to the Licensee and provide the Licensee with written certification that all such Confidential Information has been returned; or (ii) destroy Confidential Information and provide the Licensee with a notarized certification, signed by an authorized representative of Justice Works, stating that such Confidential Information has been destroyed.
- (e) Notification Obligation. If Justice Works becomes aware of any unauthorized use or disclosure of Confidential Information, Contractor shall promptly and fully notify the Licensee of all facts known to it concerning such unauthorized use or disclosure.

13. Dispute Resolution.

- (a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in Salt Lake City, Utah, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.
- (b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in Salt Lake City, Utah before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.
- (c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.
- (d) Any party may apply to a court of general jurisdiction to enforce an arbitrator's award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining and satisfying such order, including reasonable attorneys' fees.
- (e) Notwithstanding the provisions of paragraph 13(a) and (b) above, any action by Justice Works to enforce its rights under paragraphs 3, 5 or 11 of this Agreement or to enjoin any infringement of the same by Licensee, may be commenced in the state or federal courts of Utah, and each party consents to personal jurisdiction and venue in such courts for such actions.

14. General

- (a) **Waiver of Breach.** The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.
- (b) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Justice Works or its assigns or successors.
- (c) **Governing Law.** This Agreement shall be applied and construed according to the laws of the State of Utah without regard to conflicts of laws provisions thereof.
- (d) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.
- (e) **Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

- (f) Jurisdiction. By entering this Agreement, Licensee agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Utah in the event any legal action is commenced by Justice Works or its successors or assigns to enforce any rights arising hereunder.
- (g) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.
- (h) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitutes the entire agreement of the parties and supersedes all prior discussion and correspondence between them with respect to the subject matter hereof. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties.
- (i) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.
- (j) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE:	LICENSOR: Justice Works, LLC
By:	By:
Title:	Title:
Date:	Date:

