

FrontLine Solutions Software License Agreement

LF121201-08

FrontLine Solutions, Inc. ("FrontLine"), 489 Devon Park Drive, Suite 310, Wayne, PA 19087, and Licensee as identified below, on this License Agreement dated November 15, 2001, intending to be legally bound, agree as follows:

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5. Customer Remedies. FrontLine's entire liability and your exclusive remedy for any claim shall be, at FrontLine's option, the repair or replacement of the Software, or if such remedy is impossible or commercially impracticable, the removal of the Software and the return of the original price paid depreciated on a straight-line basis over a five (5) year term. If FrontLine elects to provide a refund, the Software must be returned with a copy of your invoice. Replacement Software shall be warranted for 90 days.

6. Limitation of Liability. IN NO EVENT SHALL FRONTLINE BE LIABLE FOR ANY DIRECT DAMAGES OR CLAIMS IN EXCESS OF THE AMOUNTS RECEIVED BY FRONTLINE HEREUNDER. FRONTLINE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS, BUSINESS INTERRUPTION (INCLUDING LOSS OF USE OF ANY DATA, INFORMATION OR SOFTWARE), LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY, DATA, INFORMATION OR SOFTWARE LOSS, ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF FRONTLINE HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL FRONTLINE BE LIABLE FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF OTHERS BY USE OF THIS SOFTWARE IN CONJUNCTION WITH ANOTHER PRODUCT.

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8. Licensee Responsibilities. Licensee's responsibilities include but are not limited to the following: (a) purchase of all third-party products required for the Software as described in the FrontLine Proposal; (b) provision of a computer system reasonably suitable for use with the Software that meets the requirements described in the FrontLine Proposal; (c) provision of a reliable and secure network to access the Software, as applicable; (d) selection and procurement of computer equipment, installation of the equipment and assurance of proper hardware configuration, audit controls, back-up plans, network management and operating methods; (e) provision of all operating system software, databases, communication lines and utility programs necessary for the proper operation of the Software; and (f) procurement of all necessary licenses for such software and programs.

9. Confidentiality. Licensee agrees to keep confidential and not disclose to third parties, including affiliates of Licensee and third party contractors, the Confidential Information as defined below and to grant access to the Confidential Information only to those of Licensee's employees who need to know such information to carry out permitted uses of the Software hereunder for Licensee and who are under an obligation to keep confidential and not to disclose any such Confidential Information. "Confidential Information" shall include the Software, any modifications or enhancements thereto, and any information contained in the foregoing, documentation as provided pursuant to this License.

10. Termination. Either party may terminate the License if the other party commits a material breach of its obligations under this License and fails to remedy or take reasonable steps to remedy such breach within thirty (30) days after receiving written notice of the breach from the other party. Notwithstanding the foregoing, however, in the event a breach by Licensee involves the unauthorized use, sale or distribution of the Software, or any other conduct in violation of the Confidentiality section of this License, the parties agree that immediate injunctive relief to prevent such breaching activity is appropriate, including the immediate termination of this License by FrontLine. In the event that this License is terminated, Licensee shall promptly return the Software to FrontLine, or certify in writing that the original and all copies of the Software have been destroyed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSEE:


Company Name: City of Rapid City
Company Address: Rapid City, SD

By: _____

By: _____

Name: Mayor Jerry Munson
Finance Officer Jim Preston

FRONTLINE SOLUTIONS

By: 
Name: Mark McAdoo
Title: President

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**



Attorney

(2.5.01)

Date

SCHEDULE A

SOFTWARE

<u>Software and Documentation</u>	<u>Base Software Fee</u>
RMS Version 3.0*	\$12,000

FrontLine Solutions, Inc. modules to be delivered:

- POS/Admissions
- Office
- Overhead Scheduling
- Overhead Advertising

* All license pricing is for unlimited users in one facility.

Support Services rate is 18% of the list price of the Software. Assumes a one year commitment.

The Fee for the Software listed above shall be due 100% upon execution of this Agreement.

Implementation and Training and all reasonable travel and expenses will total \$3,200. Estimated expenses will be due prior to travel.

Licensee shall pay all sales, use, excise, withholding, value-added and similar taxes applicable to all fees, the License of the Software and the receipt of services under this Agreement. FrontLine's obligations and Licensee's rights under this Agreement are conditional upon Licensee's payment of such fees and taxes. Licensee shall pay all costs associated with delivery, shipping and handling, and telecommunications between FrontLine and Licensee.

SOFTWARE MAINTENANCE AGREEMENT

Software: FrontLine Rink Management System

1. Support Services.

a. FrontLine offers the following support services pricing options:

1. x 1-year support services option - 18% of list price = \$ 1,890 per annum
2. 3-year support services option - 16% of list price = \$ 1,680 per annum for 3 years
3. 5-year support services option - 14% of list price = \$ 1,470 per annum for 5 years
4. FrontLine shall provide Support Services and Software Maintenance as defined below. Check the support service option that applies above. Maintenance fees are due and payable quarterly.
5. Software maintenance fees shall be due quarterly in advance upon completion of software installation. FrontLine Solutions reserves the right to suspend maintenance services under this agreement for past due accounts.
6. Software maintenance coverage will commence upon installation of the software.

b. In connection with Licensee's use of the Software, FrontLine will provide the following support services ("Support Services"): reasonable telephone support for a Licensee representative during FrontLine's technical support hours, Monday - Friday, 8:00 a.m. - 7:00 p.m. Eastern Time, to help operate the Software .

c. Support Services will be provided by e-mail or by telephone from FrontLine's business premises, at the address set forth above, unless in its reasonable opinion FrontLine determines that such services may be more effectively performed at Licensee's location.

2. Software Maintenance.

- a. FrontLine will make available to the Licensee for installation by the Licensee the following: Software Updates - updates or new releases including all published revisions to printed documentation; Enhancements - technical and functional additions to the Software; and Fixes to Errors - repair or replacement of source or object code to remedy an error.
- b. FrontLine provides support for Severity 1 problems that occur outside of the standard technical support hours. Severity 1 is defined as a situation where the system is substantially preventing routine production tasks from being performed and for which no operational workarounds are available. Licensee may call the Toll-Free number and leave a message, which would then alert our technical team that there is a Severity 1 problem. If it is determined that the problem was not a Severity 1 problem, FrontLine will bill Licensee on an hourly basis at a rate of \$125 per hour. FrontLine reserves the right to not provide service if Licensee does not have an active maintenance contract.