

Software License Agreement

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12. **LIMITED WARRANTY.** Cardinal warrants that after installation and acceptance of the Software Product (which acceptance shall not be unreasonably withheld by you) (a) the Software Product will perform substantially in accordance with Cardinal's online manuals for a period of one year from the date of acceptance by you, and (b) any support services provided by Cardinal shall be substantially as described in applicable online or written materials provided to you by Cardinal. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software Product, if any, are limited to ninety (90) days. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL YOU HAVE ACCEPTED THIS LICENSE BY SIGNING BELOW IN THE SPACE PROVIDED AND FULFILLED YOUR OBLIGATIONS PURSUANT TO SECTION 10 OF THIS LICENSE TO FULLY INFORM CARDINAL OF YOUR SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

13. **CUSTOMER REMEDIES.** Cardinal and its suppliers' entire liability and your exclusive remedy shall be, at Cardinal's option, either (a) return of the price paid, if any, or (b) repair or replacement of the Software Product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse or misapplication. Any replacement of Software Product will be warranted for the remainder of the original warranty period, or thirty (30) days, whichever is longer.

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15. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event shall Cardinal or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of profits or revenue, operational interruption, loss of data or other information, failure of your equipment, network or software not provided by Cardinal, or any other pecuniary loss) arising out of the use of or inability to use the Software Product or the provision of or failure to provide Support Services, even if Cardinal has been advised of the possibility of such damages. In any case, Cardinal's entire liability under any provision of this License shall be limited to the greater of the amount actually paid by you for the Software Product or U.S. \$5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

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17. **GOVERNING LAW. If you acquired the Software Product in the United States of America, this License is governed by and shall be construed in accordance with the laws of the State of South Dakota.**

Customer Acceptance

License Agreement accepted this _____ day of _____, 20_____.

[print customer name]

By: _____

[print name and title]

To: Rapid City, South Dakota	Attn: Brad Booth	Page: 1 of 3
	Phone: 605-394-4130	Date: 5/9/06
	Fax:	Rev: 1.0

**DESCRIPTION: Modifications for TickeTrak 8
SPECIFICATIONS:**

1) Data Conversion. Cardinal Tracking will convert existing ticket data provided by the city in the format identified on the attached page labeled Ticket File Data. This conversion will include creation of a transaction to reflect any difference between the issue amount and the amount due on these citation records.

4 Hrs – Specification; 24 Hrs – Development; 8 Hrs - Testing
36 hours total @ \$150/Hr. \$5,400.00

2) DMV interface. Cardinal will provide a process to read and import registered owner information from a file supplied by the SD DMV, per the attached specifications, into a SQL Server table to hold this DMV data. Another process will be provided to query the TickeTrak citation database to identify any SD vehicles with outstanding citations for which there is no related owner information. This process will then query the DMV database for matches and update the TickeTrak Person tables with the appropriate registered owner information.

4 Hrs – Specification; 12 Hrs – Programming; 4 Hrs – Testing
20 Hrs total @ \$150/Hr. \$3,000.00

3) Custom Notice program. This program will format notice information to print onto a plain sheet of paper that will be fan-folded for mailing. The format of this information will include printing the mailing name and address and the City return address at the bottom third of the page, such that when folded the return address and mailing address are on the outside, positioned as for a Number 10 Envelope. The text and outstanding ticket data will print on the top two thirds of the page, and will be “enclosed” when the page is fan-folded.

4 Hrs – Specification; 12 Hrs – Programming; 4 Hrs – Testing
20 Hrs total @ \$150/Hr. \$3,000.00

If the above specifications meet your requirements, please indicate by signing and dating in the space provided below and return promptly to Cardinal Tracking. Custom development project described above will not begin until Cardinal receives this signed form, a Purchase Order for full amount of Estimated Fee, and a check for 50% of the total estimated fee. Once those 3 items are received, the project will be added to Cardinal’s current development schedule and you will be notified of estimated project delivery date.

**If you have any questions or comments, contact your Sales Representative, or call (800) 285-3833.
Quote valid for 90 days. Subject to terms and conditions attached hereto.**

Signature Title Date

SPEC#: 0703002

Estimate By: L. Mason Estimated Completion Time: 76 hours Estimated Fee: \$11,400.00

TERMS AND CONDITIONS

EXCUSABLE DELAY. Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control.

INVALIDITY. The invalidity in whole or in part of any portion of this contract shall not affect the validity of any other parts hereof.

INDEMNITY. Customer agrees to indemnify and hold Cardinal harmless of and from any and all claims, actions, causes of action, suits, judgments, costs and expenses, including attorney's fees, relating to property damage (including damage to any goods into which Customer's goods or services are incorporated), personal injury or any other claim of damage arising from defects in products or workmanship, violation of any Federal, State or local law or ordinance (including but not limited to Federal Fair Labor Standards Act, and any law relating to protection of intellectual property), or negligence of Customer, its agents, servants, employees, officers, directors, representatives and invitees.

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located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U. S. government. You warrant and represent that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied your export privileges.

TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.

NO WAIVER. No waiver of any default shall constitute a waiver of any subsequent default.

BINDING EFFECT, NO ASSIGNMENT. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto; provided, however, no assignment shall relieve Customer of the obligations undertaken by Customer herein. Customer shall not assign this Agreement without written consent from Cardinal.

FINAL AGREEMENT. This Agreement supersedes all prior written or oral understandings, agreements and representations concerning the subject matter hereof.

AMENDMENT, WAIVER. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by a written instrument signed by all the parties hereto.

HEADINGS. The headings of the various sections in this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

GOVERNING LAW, VENUE. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA AND OF THE UNITED STATES OF AMERICA. THIS AGREEMENT IS MADE AND IS PERFORMABLE IN THE CITY OF RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA, AND CUSTOMER WAIVES THE RIGHT TO BE SUED HEREON ELSEWHERE. ALL SUMS OF MONEY DUE AND PAYABLE UNDER THIS AGREEMENT SHALL BE PAID TO SELLER AT 1825 LAKEWAY DRIVE, SUITE 100, LEWISVILLE, DENTON COUNTY, TEXAS 75028.