

Software License Agreement

This Software License Agreement (the “Agreement”), dated as of January __, 2021 (the “Effective Date”), by and between **GAR ASSOCIATES LLC**, a New York limited liability company, having a principal place of business at 5500 Main Street Suite 347, Williamsville, New York 14221 (“Licensor”) and [COUNTY], a County of the State of New York, with offices at _____ (“Licensee”).

BY UTILIZING THE SERVICES (DEFINED BELOW), LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN LICENSOR AND LICENSEE AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO LICENSEE HEREUNDER. IF LICENSEE IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY LICENSEE TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THIS AGREEMENT, LICENSEE MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

Licensor, upon written consent from Licensee, may modify this Agreement from time to time and will post the most up-to-date version on its website.

1. DEFINITIONS.

1.1. Affiliates means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Licensee’s Affiliates may use the license granted hereunder.

1.2. Agreement means this Software License Agreement, and any applicable addendums including the Product Addendum.

1.3. Client(s) means Licensee and any affiliate of Licensee.

1.4. Devices means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.

1.5. Documentation means the official user documentation prepared and provided by Licensor to Licensee on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos or related media, or feedback do not constitute Documentation.

1.6. Order Form means the Licensor's order page, product information dashboard, or other Licensor ordering document that specifies Licensee's purchase of the Services, pricing, and other related information.

1.7. Product Addendum(a) means additional terms and conditions set forth in Section 14 that relate to the applicable Services, Software, or Documentation.

1.8. Services means the products and software services, including any application programming interface that accesses functionality.

1.9. Software means the object code versions of any downloadable software provided by Licensor solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by Licensor pursuant to this Agreement.

1.10. Support means the standard maintenance or support provided by Licensor or its designated agents as set forth in this Agreement, if applicable to Licensee.

1.11. User means an individual or entity authorized by Licensee to use the Services, Software, and Documentation, for whom Licensee have purchased a subscription or to whom Licensee have supplied a user identification and password. User(s) may only include Licensee's employees, consultants, and contractors, and if applicable, Licensee's Clients.

1.12. Licensee's Data or Data means data, files, or information, including data, files, or information that include information accessed, used, communicated, stored, or submitted by Licensee or Licensee's Users related to Licensee or Licensee's User's use of the Services or Software.

2. PROVISION OF SERVICES.

2.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, Licensor hereby grants Licensee a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). Licensee may provide, make available to, or permit Licensee's Users to use or access the Services, the Software, or Documentation, in whole or in part. Licensee agrees that Licensor may deliver the Services or Software to Licensee with the assistance of its Affiliates, subsidiaries, licensors, and/or service providers. During the Term, Licensor may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Licensor's updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term.

2.2 Beta License. If the Services, Software, and Documentation are provided to Licensee for demonstration, beta, or release candidate purposes (collectively, the "Beta License"), Licensor grants to Licensee a limited, nonexclusive, non-transferable Beta License to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation

License"). The Beta License shall terminate on January 31, 2021 or immediately upon notice from Licensor and the Term shall commence. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to a Beta License are provided to Licensee "AS IS" without indemnification or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under a Beta License.

2.3 Upgrading/Downgrading Account Type. If applicable to Licensee's license, Licensee may, at any time, upgrade or downgrade the account type. The change will take effect immediately. After an upgrade, Licensee may be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by the amount Licensee has already paid for the applicable Term. After the Initial Term, Licensee may downgrade, within the parameters communicated to Licensee by Licensor, upon thirty (30) days prior written notice to Licensor. Any modification in the amount due to Licensor will take effect after the thirty (30) day notice period, unless otherwise agreed upon by Licensor. In regard to a downgraded account type, Licensee may be billed the fees due for the downgraded account type at the commencement of the Renewal Term. Downgrading Licensee's license may cause loss of content, features, or capacity as available to Licensee under Licensee's previous license, and Licensor does not accept any liability for such loss.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1 License Restrictions. Licensee may not (i) provide, make available to, or permit individuals other than Licensee's Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Licensee's Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of Licensor; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by Licensor; (vii) license the Services, Software, or Documentation (a) if Licensee (or any of Licensee's Users) are a direct competitor of Licensor; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

3.2 Licensee's Obligations. Licensee acknowledges, agrees, and warrants that: (i) Licensee will be responsible for Licensee and Licensee Users' activity and compliance with this Agreement, and if Licensee becomes aware of any violation, Licensee will immediately terminate the offending party's access to the Services, Software, and Documentation and notify Licensor; (ii) Licensee and Licensee's Users shall comply with all applicable local, state, federal, and international laws; (iii) Licensee shall establish a sufficient internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) Licensee will install the latest version of the Software on Devices accessing or using the Services; (v) Licensee is legally able to process Licensee's Data and has the right to access and use Licensee's infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) Licensee will keep its registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as Licensee subscribes to the Services, Software and Documentation.

4. PROPRIETARY RIGHTS.

4.1 Ownership of Licensor Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by Licensor to Licensee, Licensee acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Licensor or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives Licensee no rights to such content, including use of the same. Licensor is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by Licensee or Licensee's Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by Licensor.

4.2 Ownership of Licensee's Data. Licensee and Licensee's Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Licensee's Data. Licensor's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Licensee's Data are implied.

5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and shall continue until the end of the last day of the month twelve (12) months from the Effective Date (the "Initial Term"). Licensee authorizes Licensor to

automatically renew the applicable Services upon the expiration of the Initial Term (each a “Renewal Term”, and collectively with the Initial Term, the “Term”) for an additional calendar year. The Renewal Term will be the same length as the Initial Term unless otherwise specified by Licensor at the time of renewal.

5.2 Licensee’s Termination Rights. Licensee may terminate the Agreement by providing Licensor with thirty (30) days' prior written notice of Licensee’s intention to terminate the Agreement. The thirty (30) day termination period will commence on the first day of the full calendar month after receipt of the termination notice. During the Initial Term, fees charged during the thirty (30) day notification period will be pro-rated.

5.3 Licensor Suspension or Termination Rights. Licensor may suspend or terminate this Agreement upon thirty (30) days' prior written notice or immediately if Licensee infringes or misappropriates Licensor's intellectual property; Licensee breaches this Agreement or Order Form, including failure to pay fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

5.4 Effect of Termination. Termination shall not relieve Licensee of the obligation to pay any fees or other amounts accrued or payable to Licensor through the end of the current Term. Licensee shall not receive a credit or refund for any fees or payments made prior to termination. Without prejudice to any other rights, upon termination, Licensee must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Licensor) all copies of the Services, Software, and Documentation. Licensor shall provide Licensee’s Data or copies of Licensee’s Data to Licensee within five (5) business days of the termination of this Agreement. Unless in accordance with our internal policies, contractual, legal, or other obligation, Licensee acknowledges and agrees that Licensor has the right to delete Licensee’s Data, including any and all copies thereof. Licensee’s Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.4, 6, 7, 9, 10, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. FEES AND PAYMENT.

6.1 Fees and Payment. All orders placed will be considered final upon acceptance by Licensor. Fees will be due and payable as set forth on the designated Order Form in the form attached hereto as Attachment A. Unless otherwise set forth herein, fees shall be at Licensor's then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. If Licensee fails to pay, Licensor shall be entitled, at its sole discretion, to: (i) suspend provision of the Services until Licensee fulfills its pending obligations; (ii) charge Licensee an interest rate designated by Licensor at the time of invoice; and/or (iii) terminate this Agreement. If applicable, if Licensee exceeds the license capacity designated in the Order Form, in addition to Licensor's other remedies, Licensee will be charged additional fees, which will be reflected in Licensee’s invoice. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees are non-refundable.

6.2 Reserved.

7. DATA; PROTECTION OF DATA.

7.1 Licensee Data. Licensor and its Affiliates may remove Licensee's Data or any other data, information, or content of data or files used, stored, processed or otherwise by Licensee or Licensee's Users that Licensor, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party. Licensee agrees that Licensee and Licensee's Users are responsible for maintaining and protecting backups of Licensee's Data directly or indirectly processed using the Services and Software and that Licensor is not responsible for exportation of, the failure to store, the loss, or the corruption of Licensee's Data.

Licensee agrees that Licensor and its Affiliates will process configuration, performance, usage, and consumption data about Licensee and Licensee's Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve Licensor products and services and Licensee and Licensee's Users' experience with Licensor and its Affiliates pursuant to the Licensor's Privacy Notice.

7.2 Protection of Licensee's Data. Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Data. Licensee is responsible for ensuring that the security of the Services is appropriate for its intended use and the storage, hosting, or processing of Licensee's Data.

8. CONFIDENTIAL INFORMATION.

As used in this Agreement, Confidential Information means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Licensee's Data, and Licensor Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, to the extent it (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the

disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

9. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF LICENSEE'S DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO LICENSEE UNDER THIS AGREEMENT. LICENSOR DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH LICENSEE MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES.

10. INDEMNIFICATION.

10.1 Licensor Indemnification. Licensor will indemnify, defend, and hold Licensee harmless from any third party claim brought against Licensee that the Services, as provided by Licensor, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by Licensee is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by Licensor. Licensor's indemnification obligations are contingent upon Licensee: (i) promptly notifying Licensor in writing of the claim; (ii) granting Licensor sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Licensor with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Licensor's entire liability (and shall be Licensee's sole and exclusive remedy) with respect to indemnification to Licensee.

10.2 Licensee Indemnification. Licensee agrees to indemnify, defend, and hold harmless Licensor and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to: (i) Licensee's Data; (ii) Licensee (or Licensee's User's) breach of this Agreement; (iii) Licensee (or Licensee's User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property or privacy rights, or any applicable

laws; or (iv) Licensee (or Licensee's User's) misuse of the Services, Software, or Documentation. Licensee's indemnification obligations are contingent upon Licensor: (i) promptly notifying Licensee in writing of the claim; (ii) granting Licensee sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Licensee with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Licensee's entire liability (and shall be Licensor's sole and exclusive remedy) with respect to indemnification to Licensor.

11. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT OTHER THAN FOR LICENSOR'S ACTS DEEMED BY A COURT OF LAW TO BE GROSSLY NEGLIGENT, WILL LICENSOR AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF LICENSOR AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO LICENSEE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO TERMINATION.

12. THIRD-PARTY PROGRAMS.

Licensee may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Licensee's use of the third-party programs. Nothing in this Agreement limits Licensee or Licensee's Users' rights under, or grants Licensee or Licensee's User rights that supersede, the terms of any such third-party program.

13. SUPPORT.

If applicable to Licensee, Licensor shall, during the Term (including any Beta License period), provide Licensee with Support in accordance with the applicable support terms and conditions. Such Support shall be available during business hours (8:00AM to 5:00PM Monday through Friday) and such Support shall include support via telephone and email and utilization of software engineers to remedy any outstanding issues Licensee has with the Services or Software. Licensor may apply

additional charges for Support provided after business hours. Licensee agrees to: (i) promptly contact Licensor with all problems with the Services or Software; and (ii) cooperate with and provide Licensor with all relevant information and implement any corrective procedures that Licensor or its affiliates, contractors or engineers requires to provide Support. Licensor will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

14. GENERAL.

14.1 Notices. All notices provided to Licensor must be in writing and shall be mailed by registered or certified mail to 5500 Main Street Suite 347, Williamsville, New York 14221 (with evidence of effective transmission). All notices provided to Licensee must be in writing and shall be mailed by registered or certified mail to [] (with evidence of effective transmission).

14.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other Licensor terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by Licensee, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

14.3 Reserved.

14.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by Licensor or Licensee except in writing signed by authorized representatives of each party.

14.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

14.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

14.7 Force Majeure. Licensor will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; pandemics, blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

14.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

14.9 Governing Law. This Agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Licensee hereby consents to jurisdiction of the state and federal courts of New York any initial disputes shall be conducted in Erie County, New York.

14.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

14.11 U.S. Government Use. Licensor's Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation", and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed.

14.12 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.13 Assignment. Licensor may assign this Agreement without consent from Licensee to any affiliate, subsidiary or related company of Licensor.

15. PRODUCT ADDENDA.

15.1 Backup Services Disclaimer.

IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT LICENSEE'S DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) LICENSEE UTILIZES THE SERVICES IN EXCESS OF THE AMOUNT LICENSEE ORDERED; (2) A COPY OF LICENSEE'S DATA WAS NOT COMPLETED; (3) LICENSEE ATTEMPTS TO BACK UP

DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) LICENSEE Deselects or deletes a device, file, folder, or drive from its account, from licensee's device, or from being backed up by the servers; (5) LICENSEE modifies its operating system in a manner that breaks compatibility or inhibits the functionality of the services or software; or (6) LICENSEE'S COMPUTER IS UNABLE TO ACCESS THE INTERNET OR LICENSOR'S INFRASTRUCTURE.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2020.

[X] COUNTY, NEW YORK

BY: _____
Name:
Title:

GAR ASSOCIATES LLC

BY: _____
Name:
Title: