

**PATRIOT PROPERTIES, INC.**  
**CUSTOMER SOFTWARE SUPPORT AND LICENSE AGREEMENT (CSSLA)**

IMPORTANT: Patriot Properties, Inc.'s, software programs are licensed on the condition that the purchaser executes this Support and License Agreement acknowledging that they have read this agreement and agree to abide by its terms and conditions. READ THIS SUPPORT AND LICENSE AGREEMENT CAREFULLY. If you agree to the terms contained in this license, please sign acknowledging your agreement and return it to Patriot Properties, Inc.

THIS AGREEMENT is made on the \_\_\_\_ of \_\_\_\_\_, 2016, between **Patriot Properties, Inc.**, a Massachusetts corporation with a place of business at 123 Pleasant Street, Marblehead Massachusetts 01945 (hereinafter Patriot); and the **CITY OF RACINE** with a primary place of business at 730 Washington Ave., Racine, WI 53403 (hereinafter Customer).

1. Software. Patriot shall deliver to Customer the software provided hereto as specified in Schedule A including basic material ("Basic Licensed Material") and related optional materials ("Optional Licensed Material").
2. Support. Patriot agrees to provide unlimited, toll-free "800" telephone lines from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

Support is provided through a specific format:

- a. The support desk takes the initial call. The majority of problems are solved at this level. If support desk passes the problem to other staff, Patriot is required to inform the client and offer a contact name, an anticipated procedure and a time estimate.
- b. If phone support does not succeed in resolving the issue, a dial-in connection is made to view the database and attempt to correct the problem. The Customer agrees to provide Patriot with access to the Client's application server through modem type connection or similar device.
- c. Patriot may choose to request a copy of the client database to load in Patriot's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.
- d. If these steps fail to correct the problem, and Patriot determines the problem is application based and caused by application error, Patriot will go the client site to remedy as needed.

3. Improvements, Additions, and Other Modifications to Software. If, at any time after the initial acceptance date, Patriot shall develop any changes in the Basic Licensed Material that change the basic program function(s), operating environment, or add additional function(s) (“Modifications”), Customer shall have the right to obtain such software for the cost of installation of the product at the Customer site. Patriot may choose to waive or reduce cost.

4. License. Patriot grants and the Customer accepts a nontransferable, non-exclusive license to use the Basic Licensed Material and related Optional Licensed Material listed on Schedule A and those which are ordered from time to time by the Customer, for the Term subject to written confirmation by Patriot, and subject to the terms of this Agreement.

5. Term. The term of this Support and License Agreement shall be one year from the date executed by the parties. This Agreement shall automatically renew for subsequent one-year terms (“Renewal Term”) upon terms and fees to be determined by the parties unless either party gives written notice, no less than thirty days prior to the beginning of a Renewal Term, that it wishes to terminate the Agreement.

In the event a controlling interest in Patriot is sold or transferred into new ownership, Customer will be notified immediately. Customer reserves the sole right to terminate this agreement, without penalty, with 30 days’ notice at any time following notification of the change. If Patriot or any of its successors or assigns should discontinue support of any part of the Licensed Material subject to this Agreement during the Base Term, Customer reserves the right to access the source code under the provisions and limitations outlined in Section 20 of this Agreement.

6. Confidentiality. Customer understands and agrees that all Basic Licensed Material, Modifications, Optional Licensed Material and supporting documentation and materials delivered with this agreement (“Delivered Materials”) are the property of Patriot and that there is a need for maintaining confidentiality regarding such Delivered Materials. The Customer agrees it will not assign, sub-license, provide, make available, transfer, discuss, or otherwise convey to any person said Delivered Materials (not including any data items such as tax billing transfer files which belong to Customer). No right to print, copy, or disk copy the Delivered Materials, in whole or part, is granted except as hereinafter expressly provided. The Customer further agrees to promptly notify all of its employees of the confidentiality required under the terms of this agreement. The licenses granted hereunder prohibit access to any source code, prohibits use by other licensed or unlicensed users, prohibits use by any parties other than the licensee except Patriot Properties, and prohibits any “for profit” uses. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

7. Use of Basic Licensed Material and Optional Licensed Material. Each license of Basic Licensed Material granted under this agreement authorizes the Customer to use the Basic Licensed material in machine-readable form on a single, central processing unit designated by type/serial number and its associated units such as work stations and/or lap tops. Each Optional Licensed Material license granted under this agreement authorizes the Customer to use the Optional Licensed Material in machine-readable form on the designated CPU.

If the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, will be used on more than one CPU, an additional license will be required for each CPU, provided, however, that if the designated CPU is inoperative due to malfunction, any license granted under this agreement for such CPU shall be temporarily extended to authorize the Customer to use the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, on any other CPU until the designated CPU is returned to operation. For purposes of this agreement, "use" is defined as copying any portion of the Basic Licensed Material and/or Optional Licensed Material, their instructions or data from storage units or media into the CPU for processing. Licenses granted under this agreement authorize the Customer to utilize Basic Licensed Material and/or Optional Licensed Material, in printed form, in support of the use of such Basic Licensed Material and/or Optional Licensed Material in machine-readable form. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

8. Additional Licenses. The Customer may, from time to time, order additional licenses for a previously-licensed program and/or optional material, including for Basic Licensed Material and/or Optional Licensed Material as well as licenses for other licensed programs and/or optional materials. These orders are subject to acceptance by Patriot and to the terms and conditions then in effect. Orders for additional licenses must reference this agreement. Patriot will confirm such orders and grant additional licenses by supplements to this agreement.

9. Basic Licensed Materials. Program licenses granted under this Agreement will govern any Basic Licensed Materials, in machine-readable or printed form, which may be provided by Patriot with certain programs.

10. Related Optional Licensed Materials. For certain licensed programs, Patriot will offer to license related Optional Licensed Materials, under this agreement or under a separate agreement, provided, however, that Optional Licensed Materials will only be available to customers who have licensed the Basic Licensed Material to which such Optional Licensed Materials apply. Optional Licensed Materials will be available in quantities or at charges in effect at the time of their shipment.

11. Programming Services. For specified Basic Licensed Material and/or Optional Licensed Material, Patriot will provide programming services after delivery to correct licensed program errors and issue corrected releases in accordance with the support program within thirty (30) days after notice of program errors. Custom programming charges are listed in Attachment A.

12. Permission to Copy or Modify Licensed Programs. The Customer shall not copy, in whole or in part, any Basic Licensed Material and/or Optional Licensed Material that are provided by Patriot in any form under this agreement except as provided below. Any Licensed Material and/or Optional Licensed Material which are provided by Patriot in machine-readable form may be copied, in whole or in part, in machine-readable form, for use by the Customer with the designated CPU, for archival or emergency restart purposes, or to replace a worn copy, provided, however, that no more than five printed copies and five machine-readable copies will be in existence under any license at any one time without prior written consent from Patriot.

The original, and any copies of all such materials, including Basic Licensed Material and/or Optional Licensed Material, in whole or in part, which are made hereunder shall be the property of Patriot.

The Customer shall keep any such copies and the original at a mutually-designated Customer location, except that the Customer may transport or transmit a copy or the original of any licensed program to another location for backup use when required by CPU malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. The Customer may not modify any Basic Licensed Material and/or Optional Licensed Material. Any portion of the Basic Licensed Material and/or Optional Licensed Material included in an updated work shall be used only on the designated CPU, and shall remain subject to all other terms of this agreement. The Customer shall reproduce and include Patriot copyright notice on any copies, in whole or in part, in any form, including partial copies in modifications of Basic Licensed Material and/or Optional Licensed Material made hereunder in accord with the copyright instructions to be provided by Patriot.

Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

13. Protection and Security. The Customer shall not provide or otherwise make available any part of any Basic Licensed Material and/or Optional Licensed Material or other Delivered Materials, including but not limited to flow charts, logic diagrams, detailed discussions or source code, in any form, to any other person or entity unless pursuant to court order. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

14. Responsibilities of Parties. The Customer shall be exclusively responsible for the supervision, management, and control of his use of the Basic Licensed Material and/or Optional Licensed Material including but not limited to: (a) assuring proper machine configuration, audit controls, and operating methods, (b) establishing adequate backup plans, based on alternate procedures and (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction. The Customer agrees that it will take appropriate action with its employees, by agreement or otherwise, to satisfy its obligations under this agreement with respect to use, copying, modification, and protection, and security of Basic Licensed Material and/or Optional Licensed Material.

15. Discontinuance/Termination. Within one week after the date of discontinuance or termination of any license under this agreement, the Customer will certify to Patriot in writing that the original and all copies, in whole or in part, in any form, including partial copies in modifications, of all Delivered Materials, including the Basic Licensed Material and/or Optional Licensed Material received from Patriot or made in connection with such license have been destroyed. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance. A material breach of duties and obligations may result in legal action, including the recovery of reasonable counsel fees.

16. Warranty, support, payments. Patriot warrants the Basic Licensed Material and/or Optional Licensed Material will operate as was previously demonstrated to Customer by Patriot in a satisfactory manner. As long as this agreement shall be in effect, Patriot will support and keep current its software as it relates to day-to-day operation.

Patriot warrants that the Basic Licensed Material and/or Optional Licensed Material to be installed hereunder will be the latest version as of the date of installation, that it will be free from material defects, that it shall be in compliance with all applicable laws as of the date this agreement is executed by Customer.

In the event of modifications or changes to applicable laws. Patriot may, but shall not be required to update the Licensed Material accordingly. In the event Patriot makes such updates Customer may purchase such updates at the rate specified by Patriot.

17. LIMITATION OF LIABILITY TO THE CUSTOMER. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Patriot's liability for damages including liability for patent or copyright infringements, regardless of the form of action, shall not exceed the charges paid by the Customer for the particular Licensed Material and/or Optional Licensed Material involved or 12 months' charges for that Basic Licensed Material and/or Optional Licensed Material whichever is less. Patriot will not be liable for any lost revenues or profits.

18. Modifications to Agreement. In the event of unforeseen legal or technological changes, the terms of this agreement may be modified by Patriot upon three months' written notice to the Customer, except that support/license fees for the modules identified herein may not be increased during the Base Term. In the event of such written notice by Patriot, Customer may terminate this agreement or discontinue any of the licenses hereunder on the effective date of such modification upon thirty (30) day's prior written notice to Patriot; otherwise, such modification shall become effective. The term "this agreement" includes any future written amendments, modifications, or supplements. The Customer's acceptance of future delivery of any Basic Licensed Material and/or Optional Licensed Material from Patriot is conclusive evidence of its agreement that the license for such program or optional material is governed by the terms of this agreement.

19. This Agreement Supersedes Prior Agreements. This Agreement replaces and supersedes all prior agreements and licenses between the parties relating to the subject matter herein including the Basic Licensed Material and/or Optional Licensed Material and all such prior agreements and licenses are hereby terminated.

20. Access to the Source Code. An electronic copy of the source code for Basic Licensed Material and/or Optional Licensed Material and the mechanism by which the licensee's particular source code may be displayed shall be held in a bank safe deposit box. Should Patriot Properties, Inc. or its successors or assigns, file for bankruptcy, dissolve, discontinue support for any part of the Licensed Material during the Base Term of this Agreement, or otherwise cease to exist, the licensee shall have access to the source code at the aforementioned place through the Corporation Counsel. Such access shall be limited to determination or resolution of problems relating to the licensee's exclusive use of the software. This copy of the source code for the licensee's exclusive use shall in no way be considered an asset of the Customer.

21. Severability. If any of the provisions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

THE CUSTOMER'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE, THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS LICENSING AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSING AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

The laws of the State of Wisconsin shall govern this Agreement and Patriot submits to the jurisdiction of the Courts in and for the City of Racine, Wisconsin for the adjudication of disputes arising out of this Agreement.

**City of Racine, WI**

**Patriot Properties, Inc:**

X \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
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## SCHEDULE A

Patriot Properties, Inc., hereby grants the Customer non-transferable, non-exclusive licenses for the Term of this agreement and under the terms of this agreement to use the following licensed programs and/or related optional materials in machine readable form on designated serial numbered CPU's and/or to utilize licensed programs and related optional materials in printed form, as specified below.

Date: 6/17/2016

Approximate Number of Parcels: **27,000**

Annual License and Support Fees: **\$15,510.00**

AP5 Licensed Basic: **Included**

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Customization: **Optional, if requested by the City**

Hourly Programming Rate: **\$150/hour, Optional, if requested.**