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This Software License Agreement made by and between Azteca Systems, Inc. ("Azteca Systems") a Utah corporation, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and Pinellas County, a political subdivision of the State of Florida, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

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This signed License Agreement includes (i) this License Agreement, (ii) Addendum 1 – Product Licensing (iii) Addendum 2 – Maintenance Agreement and (iv) Addendum 3 – Third Party Consultant Agreement.

This signed License Agreement may be executed in duplicate by the Parties. An executed License Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if in an original paper document bearing each Party's original signature is not delivered.

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1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; or (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum 1.
- f. "Custom Applications" shall mean any scripts, interfaces, reports or program code created by Azteca Systems, Licensee, Cityworks Partner, or other third-party, other than Program Modifications to the Cityworks applications, that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in Addendum 1.
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- h. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
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- n. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- o. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
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- q. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
- r. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- s. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
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- u. "Maintenance Addendum" shall mean the Master Software Maintenance Addendum attached hereto.
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- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Addendum 2, - Maintenance agreement which is incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum 3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this License Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

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4.1 Permitted Uses

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 - 4. Move the Software in the licensed configuration to a replacement Server.
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4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

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9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 5 of Addendum 2, shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief.

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9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order before filing with a court of competent jurisdiction:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- *Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;*

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits, such as access to technical support, specified in Azteca Systems' or its distributor's current applicable maintenance policy, as specified in Addendum #2.

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9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

9.15 Public Records. Nothing stated in the documents comprising this Agreement shall limit the parties' obligations to comply in all respects with Florida's public records laws, including but not limited to the requirements stated in Fla. Stat. 119.0701, and failure to so comply shall constitute grounds for termination of this Agreement. If the Licensee is required by law to disclose records containing information that Azteca Systems maintains is confidential or exempt as a trade secret or for any other reason, then Licensee shall, to the extent allowed under applicable law, give notice to Azteca Systems of this circumstance. Azteca Systems shall be solely responsible at its sole cost for taking any necessary actions, including seeking a judicial determination, in order to establish that such information is legally protected from disclosure as confidential or exempt as provided by Florida law, and such action shall be commenced within 14 business days of receiving notice.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, INC.

PINELLAS COUNTY, a political
subdivision of the state of Florida – (LICENSEE)

By: 

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: 05/17/2016

Date: _____

APPROVED AS TO FORM

By: 

Office of the County Attorney

ADDENDUM #1

PRODUCT LICENSING

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ADDENDUM 2

STANDARD MAINTENANCE AGREEMENT

This Standard Maintenance Agreement is between the Licensee named below "Licensee" and Azteca, Systems, Inc. Maintenance is provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for the times and periods and amounts specified in section 7.3 below. Maintenance support services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported databases revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Maintenance Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance term. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and make available a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3. The following items, among others, however, are specifically excluded as support services under this section of this Maintenance Agreement:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4. Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this addendum.

1.5. **Authorized Callers.** Licensee may designate a limited number of authorized callers up to three per

software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum 2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.6. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. For services hereunder, Licensee shall pay Azteca Systems annual Maintenance Fees as set forth in paragraph 7.3 below. The annual fee for each twelve (12) month period is set forth in paragraph 7.3, and shall be paid prior to the start for each Maintenance Period unless otherwise specified. The annual fee for successive Maintenance Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for Maintenance Periods listed in section 7.3 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI, or 3% whichever is less, from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. In addition to charges due under this Support Agreement, Licensee shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Maintenance Agreement. Azteca Systems acknowledges that Licensee is not subject to certain taxes and that Licensee does not agree to pay any amount for taxes for which Licensee does not have an obligation to pay independent of the terms of this Agreement.

3.4. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.5. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. TERM AND TERMINATION:

4.1. The initial term of this Maintenance and Support Agreement will begin upon the effective date set forth in section 7.2 below, and continue for twelve (12) consecutive months at the rate of fee(s) as noted in section 7.3 below. Thereafter, Licensee may continue maintenance as set forth in the table below and beyond at the then-current amount.

4.2. Termination for convenience: Either party may terminate this maintenance agreement by giving the other party thirty (30) days' notice prior to the end of the current maintenance period.

4.3. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party, or as soon as reasonably possible.

4.4. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

5. WARRANTY, DISCLAIMER REMEDY, AND LIMITATION OF LIABILITY

5.1. Azteca Systems warrants that all technical support provided pursuant to this Maintenance Agreement shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems

cannot guarantee that all technical issues can be fixed or resolved.

5.2. With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT. AZTECA SYSTEMS DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS' THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAILURE-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

5.4. **Remedy.** If Azteca Systems fails to fulfill its obligations under this maintenance addendum, Licensee's sole and exclusive remedy is the right to terminate this maintenance agreement immediately for the affected and listed Products and receive a refund of the unused portion of maintenance fees paid under this maintenance agreement, prorated for the current maintenance period.

5.5. **Limitation of Liability.** IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS STANDARD MAINTENANCE AGREEMENT OR USE OF QUALIFYING PRODUCTS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT AZTECA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6. MISCELLANEOUS

6.1. Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Maintenance Agreement (other than the reimbursement of fees as set forth in section 5.4 of the Maintenance agreement, during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the Licensee pursuant to the relevant schedule.

6.2. **Notices:** Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems: Azteca Systems, Inc.
 11075 South State Street, Suite 24
 Sandy, UT 84070

Licensee The address set forth in section 7.1 below.

6.3. **Applicable Laws:** This maintenance agreement is governed by and construed in accordance with the laws of the state identified in the License Agreement without reference to conflict-of-laws principles except that

US federal law shall govern in matters of intellectual property.

6.4. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Software Cityworks, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

6.5. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems

7. IDENTIFICATION AND AMOUNTS

7.1. Licensee Information

Licensee Name:	Pinellas County Business Technology Services
License Contact:	Business Technology Services, Mary Buccigrossi
Number and Street	400 S. Ft. Harrison Ave.
City/State/Zip/Country	Clearwater, Florida 33756, USA
Phone	727.464.3395
Email	mpbuccigrossi@pinellascounty.org

7.2. Delivery Date/Effective Date

MM/DD/YYYY

07/01/2016

7.3. Schedule of payments and Fees under Maintenance Agreement

Support Period	Date From/To (mm/dd/yy)	Amount
Year 1	07/01/2016-06/30/2017	\$180,000.00
Year 2	07/01/2017-06/30/2018	\$200,000.00
Year 3	07/01/2018-06/30/2019	\$220,000.00
Year 4	07/01/2019-06/30/2020	\$220,000.00
Year 5	07/01/2020-06/30/2021	\$220,000.00

7.4. [Additional]

ADDENDUM 3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Software by any third party is solely for Licensee's benefit;
2. The third party contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the Master License Agreement;
3. Before accessing the Licensed Software, the contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) the contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the contractor with respect to the use of the Licensed Software, as if such actions or omissions were the Licensee's; However, this provision does not preclude Licensee from seeking additional rights and obligations from the Third Party Contractor.
5. Upon expiration or termination of this License Agreement, the rights of usage to any third party contractor shall immediately terminate;
6. Use of the Software by such third party contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such third parties;
7. Any breach of this Agreement by any third party consultant(s)/contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any third party contractor must sign a copy of this Addendum acknowledging that it has a copy of the license agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this addendum for every third party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____