

Microcomputer Software License Agreement

(Carolina Crisis Software LLC)
Pauline, South Carolina 29374

IMPORTANT: All Licensor software is transferred only on the condition that (CUSTOMER) agrees to the following license. This license covers all software programs supplied by Licensor including Licensor's proprietary programs as well as programs developed by third parties and distributed under license by Licensor.

This license does not apply to any software application packages or other software programs purchased or obtained from any third party. Licensor agrees to grant, and Customer agrees to accept, non-exclusive and non-transferable licenses to use each of the software programs listed below (the "Licensed Programs") for use on Customer's Personal Computer also listed below, in accordance with the terms and conditions of this Agreement.

This Agreement authorizes the Customer to use the Licensed Programs in machine-readable form on the Customer's personal computer. A license is required for each stand-alone personal computer on which the Licensed Program will be used.

LICENSED PROGRAMS

Product Name: Victim Assistance Management System
License #: (one purchased license)

1. Term

This Agreement may be discontinued by the Customer at any time upon one month's prior written notice. Licensor may terminate this Agreement if the Customer fails to comply with any of the terms and conditions of this Agreement. Customer agrees upon such termination to destroy the Licensed Programs together with all copies, modifications, and merged portions in any form.

2. Payment

Payment for the license and delivery of the documentation and media on which the Licensed Programs are recorded is governed by Licensor's standard product payment terms in effect from time to time.

3. Copying of Licensed Programs

Any Licensed Programs which are provided by Licensor in machine readable form may be copied in whole or in part, in machine readable form in sufficient number for use by the Customer with the designated personal computer, to understand the contents of such machine-readable material, for back-up purposes, or for archive purposes, provided,

Copying of Licensed Programs (continued)

-however, that no more than three (3) copies will be in existence under any license at any one time without prior written consent from Licensor. The original and any copies of the Licensed Programs, in whole or in part, which are made by the Customer, shall be the property of Licensor governed by this Agreement. Licensor does not own the media on which the Licensed Programs are recorded.

Customer shall not create by de-compilation or otherwise, the source programs or any part thereof from the object program or from other information made available under this Agreement.

Customer must reproduce and include the copyright notice of Licensor and any other person which has licensed Licensor to distribute software on any copy, in whole or in part, of the Licensed Programs.

4. VAMS Software Confidentiality:

Customer shall not sell, transfer, publish, disclose, display, or otherwise make available any Licensed programs or copies thereof to others. Customer acknowledges that the Licensed Programs are trade secrets of Licensor or of the parties under whose license Licensor provides the Licensed Programs. Customer agrees to secure and protect each program, software product and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

Violation of these provisions shall be the basis for immediate termination of this license. Termination of the license shall be in addition to and not in lieu of any other legal or equitable remedies available to Licensor.

Customer furthermore agrees to remove license software and documentation as described from all computers should software be replaced by other means of collecting victims' data. Also, a letter acknowledging the removal to Carolina Crisis Software LLC on your agency letter head stationary. This would be a project for your IT personal.

a.) **Confidentiality will be in accordance with State of South Carolina**

5. Limited Warranty

THE LICENSED PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor does not warrant that the functions contained in the Licensed Programs will meet Customer's requirements or that the operation of the Licensed Programs will be uninterrupted or error free.

6. Limitations of Remedies

Licensor's entire liability and Customer's exclusive remedy shall be the replacement of any Diskette/CD/USB not meeting Licensor's "Limited Warranty" and which is returned to Licensor or an authorized Licensor dealer with a copy of Customer's paid invoice. If licensor or the dealer is unable to deliver a replacement Diskette/CD/USB, which is free of defects, Customer may terminate this Agreement by returning the Licensed Programs, and the license fee will be refunded.

In no event will Licensor be liable for any damages, including any lost profits, or other incidental or consequential damages arising out of the use or performance of such Licensed Programs even if Licensor or an authorized Licensor dealer has been advised of the possibility of such damages.

Customer agrees that Licensor's liability arising out of contract, negligence, and strict liability in tort or warranty shall not exceed any amounts paid by Customer for the Licensed Programs identified above.

7. General

- (a) Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- (b) The laws of the state where you live govern all claims and disputes under this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, and implied warranty laws and for unjust enrichment.
- (c) The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- (d) No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.
- (e) If any of the provisions, or portions thereof, of this Agreement is invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
- (f) This Agreement becomes effective when signed by the Customer and delivered to an authorized Licensor representative or dealer.

8. VAMS - Software Support Agreement

The Victim Assistance Management System Software support is between Carolina Crisis Software LLC and CUSTOMER for the first twelve-months of the installation. The CUSTOMER agrees to purchase and/or billed annually the VAMS Annual Support based on the number of licenses installed, due once a year at the anniversary month of the installation.

Support Services Provided: (Internet Remote available with TeamViewer, Any Desk or with Customer's Remote preferred Software)

- a. An annual installation and training of the latest software version or as needed.
- b. Receive VAMS Software Support via phone or e-mail 'minimum two hour' response.
- c. Supplied with updates/upgrades at no additional charge.
- d. Off Site Support Services and Updates/Upgrades is the responsibility of CCS LLC.
- e. Mileage Traveled and Expenses: *travel and expenses* requires approval by Customer prior to support services.
- f. Receive suggestions from All Victim Advocates for software updates and upgrades.

LICENSOR:

CCS Carolina Crisis Software, LLC

P.O. Box 417

Pauline, South Carolina 29374

Note: VAMS Software Require one of these Microsoft Access Version: 2007, 2010, 2013, 2016, 2019, 2021 or 365 (32Bit or 64Bit)

OS: Windows 7, Window 10, Windows 11
