



Respond Better • Recover Faster

ARRO Price Quote

ARRO, Powered by ISF

Price Quote

Care for your People, Respond Better, Recover Faster

DATE 3/31/2023

Lawrence Salerno
4601 Touchton Road East, Suite 3250
Jacksonville, FL 32246
Phone: Enter 850-212-7130

Quotation For:

Courtney Comstock
Polk County Office of Emergency Management
603 E Church St. #165
Livingston, TX 77351
936-327-6826

Remit to Address Above, Payment Terms Net 30.

Total Quote: \$3,000

ARRO - Product License

Annual License for 10 Users - ARRO Software: Personnel, Manager and Reimbursement Modules	\$ 3,000
ARRO - Product License Subtotal	\$ 3,000

One Time Installation Charges

ARRO Product Onboarding for Personnel, Manager and Reimbursement Module	\$ 0.00
One Time Installation Subtotal	\$ 0.00

On Demand Surge Pricing

Additional user licenses (in excess of 10) are available on demand. On Demand licenses are billed on a month-to-month basis for a cost of \$25 per user license.	\$25/Additional User License
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NOTE- Onboarding will be conducted remotely. Live customer support and on-site assistance are available by request. Additional fees may apply.

SOFTWARE LICENSE AGREEMENT



This Software License Agreement is made and effective as of the last signature date below ("**Effective Date**") by and between the **ISF, Inc. ("ISF")** and the Polk County, Texas – Office of Emergency Management ("**Client**"). The term "**Agreement**" means the body of this License Agreement and any exhibits attached hereto, if any. The term "**Software**" means ISF's software known as ARRO, including all derivatives and modifications thereto, whether made or developed by ISF, by Client, or by both parties jointly, including by contractors and subcontractors of a party.

1. **Scope of License.** Subject to the further terms and conditions of the Contract, ISF grants to the Client and the Users served by the Client for the Software a perpetual, non-exclusive, non-transferable, unlimited use, user and user type in connection with its business operations, non-assessable, irrevocable (except as provided in **Section 8**), multi-site and Enterprise-Wide (except to the extent otherwise set forth in the SOW) license for the Client, the Users served by Client and their Authorized Users to: (a) use the Software and the Documentation; (b) at no additional Software License Fee, to transfer and operate the Software on a different operating system and/or on different equipment; (c) make as many production and non-production copies of the Software and Documentation as the Client deems necessary for production and non-production purposes, including testing, disaster recovery, backup, training and education, development and archiving. For purposes of the Contract and without limiting the generality of the foregoing, the term "**Enterprise-Wide**" shall mean the right to use the Software across the entire spectrum of business and operational activities involving the Client, now and in the future, directly or indirectly, including any and all growth of the Client.

2. **Restrictions.** Other than the rights granted to the Client in **Section 1**, no Intellectual Property Rights to the Software are transferred to the Client under the Contract. The Client shall not disassemble, reverse compile, reverse engineer or otherwise translate the Software provided.

3. **Freedom of Use.** Client shall not have the right to resell, sublicense or otherwise distribute the Software to third parties. Client shall not use the software for any purposes outside of the agreed upon statement of work contract or intended use at project initiation. ISF further understands that the Client or other users that are Agencies of the State and other tax-supported entities may provide services to the public through Internet applications. The Software may be used in the delivery of these services. ISF acknowledges and agrees that such use of the Software is permitted and acceptable.

4. **Pre-Existing, Independently Developed Intellectual Property and the Software.** Each party (and/or its Third Party licensors) is and shall remain the owner of all right, title and interest in and to that party's Intellectual Property Rights that existed prior to the Effective Date and in and to that party's Intellectual Property Rights that may be independently developed by such party on or after the Effective Date. Additionally, and notwithstanding the generality of the foregoing, ISF is and shall remain the exclusive owner of the Software. The Software contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to the Department under this Agreement are expressly reserved by ISF and its licensors. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property



and proprietary rights in the Software, including all enhancements, updates, derivatives and modifications made by ISF for the Client or any third party (collectively "Modifications"), shall remain the sole and exclusive property of ISF or its licensors, as applicable. The Client acknowledges and agrees that ISF has the sole and exclusive right to use, modify, support, license, sublicense, distribute and otherwise commercialize the Software, including all Modifications, and including use by other federal, state and local governments, agencies and departments. Additionally, the Client acknowledges and agrees that ISF shall have the right to use all suggestions, ideas, instructions, specifications, feedback, or other information regarding the Software, but excluding confidential information of the Client ("Feedback") in connection with the development and commercialization of the Software and Modifications. To the extent a license is required under the Client's intellectual property rights to make use of Feedback, the Client grants to ISF an irrevocable, world-wide, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with our business, including Modifications to the Software.

5. **Fees and Expenses.** The Client will pay an annual licensing fee as defined in the contract for services. This fee may be adjusted in negotiation with the client based on future modifications and changes to the scope of the contract.

6. **Disclaimer.** ISF represents and warrants it has the power, capacity and authority to enter into and perform this Agreement and to make the grant of rights and licenses contained herein. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NONINFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

7. **Limitations of Liability.**

7.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE FAILURE OF THE DELIVERABLES OR THE SOFTWARE AS APPROVED BY CLIENT TO COMPLY WITH ANY PAYROLL OR TAX REPORTING REQUIREMENTS EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF ISF TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT FOR THE SOFTWARE LICENSED HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

7.2 Client acknowledges and agrees that ISF is an IT consultant and not a tax or legal professional, and the services and software as defined in the statement of work, contract or proposal that ISF will provide are not intended, and do not, constitute professional tax or legal advice or recommendations of any kind. Client is solely responsible for identifying the payroll and tax reporting



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specifications to ISF, and thereafter verifying that all payroll and tax provided content in any services or software complies with all applicable payroll and tax reporting requirements and specifications before relying on it. ISF recommends that Client should always seek the advice of qualified legal and tax professionals with any questions or concerns it may have regarding the payroll and tax requirements in any service or software. For clarity, Client is solely responsible for verifying that all payroll and tax provided content in any of the Software or Deliverables comply with all applicable payroll and tax reporting requirements. In no event shall ISF be responsible for any payroll or tax amounts not properly reported or paid by Client. ISF shall not be liable for failures caused by third party hardware and software (including Client's own systems), misuse of the Software Deliverables, or the negligence or willful misconduct of Client.

The Client is and will remain the owner of all data made available to ISF, regardless of whether ISF or the Client is in possession or control of the client data. ISF will not use the Client Data for any purpose other than providing the software or services, nor will any part of the Client Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of ISF. ISF will not be a 'records custodian' with respect to Client Data processed or stored by the licensed software.

8. Term and Termination. The term of this Agreement shall commence as of the Effective Date and continue thereafter in perpetuity unless and until terminated as provided herein. The Agreement will automatically renew for successive one (1) year terms (otherwise known as the "Renewal Term") unless either party provides written notice of non-renewal to the other party no less than thirty (30) days prior to the expiration of the then-current Term. Renewal fees may be subject to change with sixty (60) days' notice given to the Client. Either party may terminate this Agreement upon 30 days written notice to the other party. If either other party is in breach of any of its material obligations hereunder and fails to cure the breach within thirty (30) days of receipt of notice from the other party, such notice shall specify the nature of the breach. Licensing fees will be paid and will be will be invoiced with net 30 day from invoice date. Failure to meet payment obligations will result in termination of the licensing agreement. Upon termination client will discontinue use of software and will no longer receive any benefits of software. Client will be required to remove application from their hardware and any other environments.

9. Miscellaneous. All headings used in this Agreement are for reference purposes only and are not part of this Agreement. This Agreement will not be construed in favor or against either party by reason of the authorship of any provisions hereof. ISF and Client are independent entities and are not agents of the other party. Further, it is not the intention of this Agreement or of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the parties hereto a right of action under this Agreement or in any manner whatsoever. The parties agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved by the



courts in the State of Florida, and in accordance with the laws of the State of Florida. Any waiver, in whole or in part of any provision of this Agreement will not affect be considered to be a waiver of any other provision. If any term of this Agreement is found to be unenforceable or invalid for any reason, all other terms will remain in full force and effect. This Agreement, as to its subject matter, exclusively and completely states the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. This Agreement may only be amended in writing and signed by both parties. The parties, by their representatives signing below, agree with the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

The parties duly authorized representatives have executed this Agreement to become effective as of the Effective Date.

Polk County

By: 

Name: Sydney Murphy

Title: County Judge

Date: 11/14/2023

ISF, Inc.

By: 

Name: Jonathan Conrad

Title: President

Date: 1/31/2024