

ATLAS SAaS

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this 1st day of July, 2020 (the "Execution Date")

BETWEEN:

Ryman, Inc. DBA: Complete Technology Solutions
(the "Vendor")

OF THE FIRST PART

And

Career Source North Central Florida

(the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to sell computer software to the Licensee and the Licensee desires to purchase the software under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use ATLAS (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. This Agreement grants a site license to the Licensee. The Software may be accessed only by employees, contractors, partners and customers of the Licensee.
5. This Agreement grants access the following ATLAS components. Storage, Self-Sign, Self-Scan, Staff-Scan, Orientations, Events, E-courses.
6. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties unless specifically allowed by vendor.
7. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies at any-time during or after this agreement is in effect.
8. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

9. The service fee for this Agreement will consist of an update and support fee of \$37,557.00 USD. Billed at \$3,129.73 per month.

Application Hosting

ATLAS Application and Licensee website (<https://careersourcencfl.com/>) will be hosted within the Vendors Cloud hosting platform for the fee of \$750.00 per month.

Limitation of Liability

10. The Software is provided by the Vendor and accepted by the Licensee "as is". The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
11. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
12. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

13. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

14. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

15. The Licensee will be entitled to 1 year of phone support available 9:00 am - 5:00 pm Monday - Friday, Excluding Holidays, at no additional cost.

Term

16. The term of this Agreement will begin on Acceptance and will continue for a period of 12 months. This term will auto renew for an additional 1 year unless vendor is notified within 60 days of term end.
17. At the end of the term, Licensee will retain all rights to customer, document and associated metadata.

Termination

18. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this

Agreement. On termination of this Agreement within the first year, for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

19. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Additional Terms

20. If Licensee elects not to renew update, support and maintenance term, the ATLAS system will continue to operate with the features and content current at time of service discontinuation. If the application is hosted by Vendor then it will be moved to an environment of Licensee choosing.
21. After discontinuation of update, support and maintenance service, Vendor will be released from duties in their entirety as related to the continued update, support and maintenance portions of the agreement.

Governing Law

22. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Florida.

Miscellaneous

23. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
24. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
26. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by

that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

27. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
28. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:

a) Ryman, Inc. DBA: Complete Technology Solutions
PO box 5160 , Spring Hill, FL. 34611

b) Career Source North Central Florida

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Vendor: Ryman, Inc.

X 

Maurice Ryman
President

Name of Licensee Corporation

per: _____

Name of Licensee's Agent

Title of Licensee's Agent