



Computer Arts, Inc / Harris  
Master Agreement  
Software & Support License



This agreement is made effective October 1st, 2025 (the “Effective Date”) by and between Computer Arts Inc. (“CAI”) with offices at 320 SW 5<sup>th</sup> Ave Meridian, Idaho 83642 and Kootenai County (“Customer”), with offices at 451 Government Way Coeur d’Alene, ID 83816.

1. **SOFTWARE LICENSE:** CAI grants to Customer and Customer accepts from CAI, for the duration of the term of this Agreement, a non-exclusive, fully revocable, non-sub licensable and non-transferable (except as otherwise expressly provided) license under copyright (the “License”) to download, install, and use the object-code version only of the collection of custom computer programs and related data, developed exclusively by CAI, which provide business logic processing (the “Software”), together with any related technical specification documentation as may be provided by CAI relating to the Software (the “Documentation”). The Software may only be installed and used on computers as authorized by CAI. The Software shall be used only at Customer’s premises identified above and shall not be moved or transferred without CAI’s prior written consent.

2. **LICENSE FEES:** In consideration for the grant of the License and the use of the Software, Customer agrees to pay CAI the license fee(s) as outlined in Addenda to this Agreement. Annual license fees shall be for a period of one fiscal year, and shall not be increased during Customer’s fiscal year. CAI agrees to notify Customer at least 30 days prior to the first day of Customer’s next fiscal year of any fee increases for the following fiscal year. License fees are due and payable upon receipt of invoice from CAI. Any additional licenses purchased by the Customer after the initial License will be billable at the pricing level in effect at the time of actual purchase.

3. **ADDITIONAL FEES:** Customer agrees to reimburse CAI for travel expenses and other Customer-authorized expenses incurred in the performance of services provided under this Agreement. Travel charges and any charge limitations are defined in respective the Addenda to this Agreement. Payment terms shall be net 20 unless otherwise agreed by both parties. Any additional licenses purchased by the Customer after the initial License will be billable at the pricing level in effect at the time of actual purchase.

4. **BACKUP COPIES.** In addition to the copy made pursuant to installation under Section 1 above, Customer may make one (1) copy of the Software for backup and archival purposes. Customer must reproduce and include the patent, copyright and trademark notices and any other notices that appear on the original Software on the backup and archival copy, and any media therefore.

5. **THIRD PARTY PRODUCTS.** The Software may also contain one or more separately installable third party software products (each a “Third Party Product”). Third Party Products are provided to Customer by CAI “AS IS” without warranty of any kind. Any Third Party Product may be used by Customer only if Customer accepts the applicable separate license for such Third Party Product included in the installation procedure. Any Third Party Product used in conjunction with the Software may not be used after termination of this Agreement, and must be immediately uninstalled.

6. **TITLE:** CAI represents and warrants to Customer that CAI is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement, including the right to license the Third Party Product, as applicable. CAI and/or its licensors retain exclusive ownership of the Software and all rights, title, and interest therein including, without limitation, all trade secret, patent rights, copyrights and trademarks, in and to the Software and all derivative works. The Software is licensed, not sold, and title to each copy of the Software shall remain with CAI or its licensors and shall not pass to Customer. CAI retains all rights not expressly granted. If Customer creates an unlicensed or unauthorized work that is derivative of or based upon any material licensed hereunder, Customer assigns and agrees to assign to CAI all rights, title and interest in and to any such works as Customer may create and any and all data created and collected pursuant to Customer’s downloading, installation, and use of the Software. To the extent that applicable law prohibits such an assignment or requires the transfer of or create any rights, title or interest in the Software benefiting Customer, Customer agrees to waive any and all such prohibitions, requirements to transfer, or creations of such rights, title or interest.

7. **RESTRICTIONS:** Except as otherwise expressly permitted herein, Customer and its principals, agents and employees shall not (and shall not allow any third party) to: (i) decompile, disassemble, or otherwise reverse

engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Software by any means whatsoever; (ii) remove any product identification, patent, copyright, trademark or other notices; (iii) provide, lease, lend, use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use the Software to or for the benefit of third parties, including, but not limited to, entities with which the Customer or the principals of the Customer are affiliated in any way; (iv) modify, or, except to the extent expressly authorized herein, incorporate into or with other software or create a derivative work of any part of the Software; (v) disseminate information or analysis (including, but not limited to, benchmarks) regarding the quality or performance of the Software from any source, without prior written authorization by CAI; (vi) use the output or other information generated by the Software (including, but not limited to, output describing the structure of a software program) for any purpose other than use by the Software in accordance with its specifications; (vii) share the application in a client-server or networked environment; (viii) use the Software for any purpose that is unlawful, abusive, or obscene according to the relevant community standards, or in any way that damages the Software or CAI’s property or interferes with or disrupts the operation of Software or the CAI’s network or any carriers’ networks or systems (as defined by CAI, in its sole discretion); (ix) use, transfer, locate, or move the Software in any manner that constitutes a violation of any applicable laws or regulations, including, but not limited to, United States Export Administration Regulations; or (x) register or otherwise file to establish trademark, copyright, or any other government-conferred intellectual property rights in any jurisdiction based upon or using the Software (including associated trademarks and other forms of commercial identification), and Customer and its affiliates hereby agree that any attempts to register or otherwise file for such rights shall be null and void and shall constitute a material breach of this Agreement.

8. **EQUIPMENT SPECIFICATIONS.** Customer shall use the Software and related services only with compatible equipment (including, but not limited to, displays, screens and computers) meeting the specifications that CAI may specify from time to time. At its discretion and upon sixty (60) days prior notice, CAI may cease to support certain equipment. In the event CAI elects to cease supporting certain equipment, CAI shall use commercially reasonable efforts to support such equipment for the remainder of the then Initial Term or current Renewal Term of this Agreement. Upon the termination of the applicable Initial Term or Renewal Term, CAI shall thereafter cease to support such equipment. All costs associated with any equipment and with Internet access (or such other communication costs) shall be borne by the Customer.

9. **COPYRIGHT:** The Software subject to this agreement is owned by CAI and is protected by United States copyright laws. The Software may not be leased, rented, or loaned by Customer to any agency, individual, or entity without the written permission from CAI in the form of a signed letter or addendum to this agreement. Copies of the Software may only be made for Customer’s system backup or archival purposes.

10. **SOFTWARE MAINTENANCE:** During the term of this agreement together with all applicable fully executed addendums, CAI shall provide to Customer any corrected or enhanced version of the Software as created by CAI. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the existing Software, but shall not include any substantially new modules of the Software and may or may not, at the discretion of CAI, include custom revisions made for an individual customers subject to a separate agreement. Customer shall have access to all software documentation, manuals and installation instructions as provided by CAI. This information may in written bound form or also online help within the software. All data files, reports and other input/output materials of Customer used by CAI are and shall remain the exclusive property of Customer. These may not be used by CAI without the approval of Customer.



11. **SOFTWARE SUPPORT:** Customer may elect to purchase software support services as further set forth and outlined in the Software Support Addendum. Customer agrees that the Services shall be subject to the terms, conditions, and restrictions set forth in the Addendum, as may be amended from time to time by mutual agreement of the Parties.

12. [Reserved]

13. **CONVERSION SERVICES:** At Customer's option, CAI agrees to provide data conversion services to Customer on a time and materials billable basis. Customer agrees that the Services shall be subject to the terms, conditions, and restrictions set forth, as may be amended from time to time by mutual agreement of the Parties.

14. **WARRANTY & REMEDIES:** CAI warrants that the Software will function and perform substantially as designed for a period of thirty (30) days from the date of final installation. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT THE SOFTWARE AND ANY OTHER SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) SOFTWARE SUPPORT, NETWORKING SUPPORT, PC SUPPORT AND CONVERSION SERVICES, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE OR OTHER SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SOFTWARE SHALL BE SECURE OR UNINTERRUPTED. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE. Any unauthorized modification or alteration of any part of the Software, services, or support by the Customer, its agents, employees, or representatives shall void this warranty and constitute a cancellation of any obligation of CAI to warrant the Software under terms of this agreement.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO CAI BY CUSTOMER WITH RESPECT TO THE COPIES OF SOFTWARE OR SERVICES OR SUPPORT THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE OR COULD HAVE ARISEN; (II) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (III) FOR FAILURE OR MALFUNCTION OF THE SOFTWARE, INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE (A) THE SOFTWARE BY CUSTOMER OR (B) SERVICES AND SUPPORT PROVIDED BY CAI, OR (IV) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.

16. **RIGHT TO AUDIT.** Upon CAI's written request, Customer shall furnish CAI with a signed certification certifying that the Software is being and has at all time been used in full accordance with the terms and conditions of this Agreement and associated Addenda, including, but not limited to, any copy and user limitations. With prior reasonable notice, CAI or its authorized agent shall have the right to audit the copies of the Software in use by Customer wherever located and Customer's use thereof, provided that such audit occurs during regular business hours. In the event that the audit reveals a material breach of this Agreement on the part of Customer, Customer shall pay CAI then-current license, support, and maintenance fees (if any) for the number of licenses reflected in the discrepancy for any unauthorized use of the software and shall pay all costs of such audit. CAI's audit rights hereunder shall survive the termination of this Agreement. Customer shall retain all relevant books and records relating to its use of the Software and this Agreement for a period of three (3) years following termination hereof.

17. **REMEDY.** Customer agrees that the liability of CAI for damages under this Agreement, regardless of the form of the action, shall not exceed the cost of the Software and services provided by CAI and that this shall be the Customer's sole and exclusive remedy.

18. **INDEMNIFICATION.**

18.1 **CAI Indemnification.** CAI shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, and agents (each, including Customer, a "Customer Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Losses") incurred by Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party (other than an affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, infringes any Intellectual Property Right. "Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. The foregoing indemnification obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Open-Source components or other third-party materials and information, in any form or medium, that are not proprietary to CAI;
- (b) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by CAI or specified for Customer's use;
- (c) modification of the Software other than: (i) by CAI or its contractor in connection with this Agreement; or (ii) with CAI's express written authorization and in strict accordance with CAI's written directions and specifications;
- (d) failure to timely implement any maintenance release, modification, update or replacement of the Software made available to Customer by CAI;
- (e) use of the Software after CAI's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;
- (f) negligence, abuse, misapplication or misuse of the Software or accompanying documentation by or on behalf of Customer, Customer's Representatives or a third party;
- (g) use of the Software or accompanying documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by this Agreement or in any manner contrary to CAI's instructions;
- (h) events or circumstances outside of CAI's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or
- (i) Action or Losses for which Customer is obligated to indemnify CAI pursuant to Section 18.2.



**Computer Arts, Inc / Harris**  
**Master Agreement**  
**Software & Support License**



- 18.2 Customer Indemnification.** To the fullest extent allowable by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code section 6-901, et. Seq.), as amended, Customer shall indemnify, defend and hold harmless CAI and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns (each, including CAI, a "CAI Indemnitee") from and against any and all Losses incurred by the CAI Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of or relate to any allegation:
- (a) that any Intellectual Property Right or other right of any person, or any law, rule or regulation is or will be infringed, misappropriated or otherwise violated by any:
    - (i) use or combination of the Software by or on behalf of Customer or any of its representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by CAI nor authorized by CAI in this Agreement and the accompanying documentation or otherwise in writing; and
    - (ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or and the accompanying documentation;
  - (b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under this Agreement;
  - (c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its representatives with respect to the Software or the accompanying documentation or otherwise in connection with this Agreement; or
  - (d) of or relating to use of the Software or the accompanying documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the accompanying documentation, or in any manner contrary to CAI's instructions.

- 18.3 Mitigation.** If the Software, or any part of the Software, is, or in CAI's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, CAI may, at its option and sole cost and expense:
- (a) obtain the right for Customer to continue to use the Software materially as contemplated by this Agreement;
  - (b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under this Agreement; or
  - (c) if none of the remedies set forth in the above Section 18.3(a) or Section 18.3(b) is reasonably available to CAI, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:
    - (i) Customer shall cease all use of the Software and accompanying documentation immediately on receipt of Customer's notice; and
    - (ii) CAI shall promptly refund to Customer, on a pro rata basis, the share of any fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**19. IMPORT AND EXPORT RESTRICTIONS.** Customer agrees and acknowledges that certain technology licensed hereunder may be subject to importation and exportation regulation by agencies of the United States government, including, but not limited to, the U.S. Department of Commerce, the regulations of which prohibit the export or diversion of certain products and technology to certain countries or nationals of certain countries, and of other national and international authorities. Customer warrants that it shall comply in all respects with the export restrictions applicable to any materials or technology provided hereunder and shall at all times otherwise fully comply with the United States Export Administration Regulations and with all other applicable laws and regulations as may be in effect from time to time. To the extent that CAI may require assistance from Customer or its affiliates to

demonstrate the adequacy of Customer's compliance, Customer shall timely provide such assistance as requested by, but without additional cost to, CAI.

**20. RESOURCE ACCESS:** Customer agrees to allow CAI access to its employees for training purposes for so much time as is required for CAI to perform its obligations pursuant to this Agreement, so long as said access provided to CAI does not adversely affect Customer's normal business operations. Customer further agrees to allow CAI physical and remote access to its computer equipment for as much time as is required for CAI to perform its obligations pursuant to this Agreement, so long as said access provided to CAI does not adversely affect Customer's normal business operations.

**21. TERM AND TERMINATION:** The term of this Agreement is one (1) year from the Effective Date ("Initial Term"). Upon termination of the Initial Term, or any Renewal Term, this Agreement shall automatically renew for an additional term of twelve (12) months (each a "Renewal Term"). No less than sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Terms, either party may elect not to renew the Agreement by providing the other party written notice of such election. Any Addenda, attached hereto, shall have a term of one (1) year from the Effective Date and shall be renewable annually upon both parties signing a *Renewal Addendum*, respective to the specific licensed products and services, which shall set forth the terms and conditions of the renewal term and the respective terms and conditions of such Addendum. As provided therein, the *Renewal Addenda*, as applicable, may supplement and modify the terms and conditions of this Agreement. CAI may terminate the Agreement and any Addenda, then applicable, at any time if Customer breaches any provision of this Agreement or commits any act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors or ceases to do business as a going concern. Upon termination of this Agreement or any applicable *Addenda*, (i) all rights and licenses granted to Customer shall immediately terminate and (ii) Customer shall promptly certify to CAI that all copies of the Software have been removed from its computer systems and destroyed and any outstanding fees shall be payable in full prior to the date of termination. In lieu of (ii) of the foregoing sentence, at CAI's sole discretion, Customer shall permit CAI to enter Customer's premises and remove the Software.

**22. CONFIDENTIAL INFORMATION.** The Software and any electronic access code represent confidential information and trade secrets belonging to CAI and its licensors ("Confidential Information"). Customer may disclose such Confidential Information only to those of its own employees or contractors with a need to know for the Customer's authorized use and shall use at least the same degree of care as Customer employs with respect to its own confidential information, but no less than a reasonable degree of care, to avoid disclosure to third parties. Customer and its employees will keep the Software strictly confidential and will not disclose or otherwise distribute the Software to anyone other than Customer's employees. Customer shall have no obligation with respect to any information that is already known to it without obligation of confidentiality; is independently developed without use of any Confidential Information; or becomes publicly known through no wrongful act of Customer.

**23. INDEPENDENT CONTRACTOR.** The relationship created by this Agreement is one of independent contractors, and not partners, franchisees or joint ventures. No employees, consultants, contractors or agents of one party are employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. Furthermore and unless otherwise agreed in writing, Customer shall not be an agent of CAI or the owner of the intellectual property rights herein licensed to Customer. Neither party shall make any representation to the contrary, either expressly, implicitly or otherwise.

**24. GOVERNING LAW.** This Agreement shall be governed by Idaho law. The state and federal courts of Idaho have jurisdiction, and venue for mediation, litigation and all other proceedings shall be located in Ada County, Idaho.

**25. NOTICES.** All notices and other communications ("Notices") shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with



Computer Arts, Inc / Harris
Master Agreement
Software & Support License



confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail, with the date of notice being the date of the e-mail, (v) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the following addresses, or such other address as one party shall provide the other parties:

CAI: 320 SW 5th Avenue
Meridian, Idaho 83642

Customer: Kootenai County
451 Government Way
Coeur d'Alene, ID 83816

shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

33. THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

34. FORCE MAJEURE. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

35 HEADINGS: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersede all proposals, oral or written, and all other communications between the parties relating to this service.

If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF, CAI and Customer have executed this Software License Agreement on the day and year first above written.

26. ASSIGNMENT. Customer shall not assign or otherwise transfer any of its rights or obligations hereunder, including any assignment by operation of law as a result of the merger, acquisition, divestiture, or change of control of Customer, without (a) the prior written consent of CAI and (b) the original Customer's fully divesting itself, himself or herself of all possession of the Software and all media and copies thereof. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the parties.

27. SEVERABILITY: The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of time or geographical restrictions, the restrictions shall be effective for the period of time and area as a court may determine to be reasonable.

28. ENTIRE AGREEMENT: This Agreement contains the complete understanding and agreement of the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein. Neither party shall be bound by any statement or representation not contained herein.

29. SURVIVAL. Sections 6 and 9 shall survive termination or expiration of this Agreement.

30. INSURANCE. CAI and Customer, at their respective expense, procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better, providing coverage for liability arising from respective parties activities under this Agreement and product liability insurance with respect to the products sold under this Agreement. Parties shall maintain such general liability insurance during the Term and any Renewal Term of this Agreement. Certificates of Insurance evidencing the coverages required herein shall be provided to the other Party upon execution of this Agreement. Additionally, each Party shall be listed as an additional insured on the other Party's insurance.

31. CONTRACTING AUTHORITY. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. PERFORMANCE/WAIVER. The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement

CUSTOMER

1
Signature / Title Date

2
Signature / Title Date

3
Signature / Title Date

COMPUTER ARTS, INC.

[Handwritten signature]

EVP, HLG 9/10/2025

Signature / Title Date



**Addendum A**  
**Annual Software License and Maintenance Fees**

Annual County Software License and Maintenance Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Kootenai County ("Customer") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2025 and supersedes all other Annual County Software License and Maintenance Fees Addenda to this Agreement. This Annual County Software License and Maintenance Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software License and Maintenance Fees Addendum, entered by both parties.

Population	Parcel Count
185,010	94,611

Program Maintenance	Selection	Cost
Clerk's Financial System		
Financial Imaging		
Financial Claims Entry		
Financial Odyssey Courts Interface		
Treasurer's Financial System		
Indigent System	X	\$3,499.97
Indigent Imaging	X	\$496.03
Employee Web Portal		
Payroll System		
Payroll Imaging		
Payroll 401k Cap		
Web & Daily Time & ACA		
Jury System		
Jury Imaging		
Jury to Financial		
Recording System		
Recording Imaging		
E-Recording Module		
Recording Web Module		
Civil Program		
Civil Imaging		
Building Permit Management (Rural Addressing)		
Building Permit Imaging		
Building Permit Web		
Building Permit/Property Tax Integration		
Secure Image Management System		
Imaging Stand-Alone (Non-CAI)		
Imaging OCR Module		
LID		
Property Tax System		
Property Tax Imaging		
Property Tax Support		
Property Tax Web Module		
<b>SOFTWARE LICENSE SUBTOTAL</b>		<b>\$3,996.00</b>



Computer Arts, Inc / Harris  
Master Agreement  
Software & Support License



**CUSTOMER**

**COMPUTER ARTS, INC.**

1  
\_\_\_\_\_  
Signature Date

  
\_\_\_\_\_  
Signature Date 9/10/2025

2  
\_\_\_\_\_  
Signature Date

Ruth Niermeyer  
\_\_\_\_\_  
Printed Name

3  
\_\_\_\_\_  
Signature Date

EVP, HLG  
\_\_\_\_\_  
Title



## Addendum B Annual County Software Support Fees

Software support services described in this addendum shall be provided by Computer Arts, Inc. (“CAI”) to Kootenai County (“Customer”) by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2025, and supersedes all other Annual County Software Support Fees Addenda to this Agreement. This Annual County Software Support Fees Addendum shall remain in effect for the period of twelve (12) months and shall be renewable thereafter by a separate written Annual County Software Support Fees Renewal Addendum, entered by both parties. Other individual services or a combination of services are available on a per-hour basis at the Customer’s discretion and may incur additional fees by separate agreement.

### A. SUPPORT ACCESS

CAI will provide telephone and/or on-site software support on a business day basis for licensed CAI programs. Business day is defined as 8:00 AM through 6:00 PM MT in the location in which a CAI office is operated and maintained, excluding holidays and weekends. In addition, CAI will provide an 800-help desk support line generally available seven (7) days a week, twenty-four (24) hours a day. CAI will make every reasonable effort to provide Customer with timely and acceptable support in the use, functions, procedures and maintenance of the licensed software modules through the use of:

- Included Support Services:
  - Access to Help Desk telephone support via support phone line through CAI headquarters.
  - Secure computer-to-computer or network-to-network communications (VPN).
  - Online meetings, documentation access, and issue tracking
  - Support services include, and are limited to:
    - Up to 2 hours of aggregate support per incident for questions regarding the correct use and functionality of the Licensed Program.
    - Please note: Phone support does not constitute formal training. Training is available at an additional rate as outlined in the support agreement\*.
- Services Not Included\*:
  - Correction of customer data due to user error or misuse of the program, when such correction requires programming or alternative methods beyond standard support.
  - Performance of data audits or forensic analysis to identify the root cause of customer data discrepancies (e.g., out-of-balance conditions).
  - Training on the core responsibilities or job functions of customer personnel. Support is limited to reasonable assistance directly related to the functionality and maintenance of the software.
  - Questions related to operating systems, databases, utility software, servers, and hardware are not included as part of software support. *These are the responsibilities of the Customer. Assistance may be available and would be subject to additional fees through our Managed and Co Managed IT service offerings – Ask for mor information should there be interest. \*\**
  - The Customer is responsible for ensuring secure access to their applications and data.
  - In the event of agreement termination, any required data extraction or migration assistance may incur additional fees, subject to the terms and rates defined in the applicable agreement.

*\*Supplemental Support and Travel fee pricing can be located in section E of this addendum (Addendum B)*

*\*\* Managed / Co Managed IT Services are offered based on a tiered pricing model and would require a separate agreement – reach out to our sales team for information*

### B. EDUCATION AND TRAINING

CAI agrees to include Customer in CAI classroom education or user group meetings, as deemed applicable and appropriate by CAI and Customer. Periodic online training may also be offered, free of charge, on program changes, enhancements, updates, and business processes.

Computer Arts, Inc. (CAI) will provide the Customer with training deemed necessary by both CAI and the Customer to ensure the efficient operation of CAI software systems.

Basic training and guidance are provided at no additional charge as part of standard support—within reason and when aligned with the scope of general software use and allotted aggregate support per incident. However, extended, individualized, on-site, or out-of-scope training needs may incur additional fees, in accordance with the rates and terms outlined in the applicable agreement.

Training will be scheduled and delivered based on availability and mutual agreement and is designed to enhance the Customer's understanding and effective use of the software.

### C. SECURITY AND RECOVERY SERVICES

Computer Arts may provide Customer with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. Adherence to prescribed procedures and the performance of backup and security functions are the sole responsibility of Customer. In the event of computer hardware failure or other disaster in which data files are destroyed, CAI at customer’s request may make available resources to assist in data file restoration for Customer. These resources will be billable on a time and materials basis.

### D. SOFTWARE SYSTEMS SUPPORT

CAI will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. CAI will use its reasonable efforts to cure, as described below, reported and reproducible errors in the Software. CAI utilizes the following three (3) severity levels to categorize reported problems:



SEVERITY 1 CRITICAL BUSINESS IMPACT (Critical)

The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. CAI will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SOME BUSINESS IMPACT (Moderate)

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. CAI will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 3 MINIMAL BUSINESS IMPACT (Low)

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. CAI will provide an initial response regarding the request and log the request in the company's ticket system for follow-up within one (1) business week.

This agreement is not intended as a consulting agreement for customer services. With respect to severity one (1) reported deficiencies, CAI may, by request of the Customer, elect to send support or development staff to the Customer location to accelerate problem resolution. Travel expenses will be charged as outlined in this Section E.

This agreement does not include providing financial balancing services for the customer.

E. SUPPORT AND TRAVEL FEES

For on-site support, trip fees will be incurred by Customer. If multiple service representatives are required, trip fees for each individual and for each day shall be incurred.

Client Service Fees:

Table with 2 columns: Fee Description, Amount. Rows include Annual Software Support (No Support), Service Rep Onsite Visit (\$2,000.00), Travel Time (\$150.00), Travel Expense Mileage (IRS Current Rate), Professional Services (\$250.00), After Hours Support & Emergency (\$250.00), Custom Development Programming (\$250.00).

F. WARRANTY

THE SOFTWARE SERVICES, AS DESCRIBED ABOVE, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE SERVICES PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE.

CUSTOMER

1
Signature Date
2
Signature Date
3
Signature Date

COMPUTER ARTS, INC.

[Signature] 9/10/2025
Signature Date
Ruth Niermeyer
Printed Name
EVP, HLG
Title