

Court Access Tracking System (CATS) End User License Agreement

Revised June, 2024

This Proprietary End User License Agreement (“EULA” or these “Terms”) governs your use of In Time Tec, LLC’s Court Access Tracking System Software (“CATS,” “CATS Software” or “Application”), as provided below. The CATS Software is offered by In Time Tec, LLC, an Idaho limited liability company (“In Time Tec” or “Us”), and these Terms are an agreement between You and In Time Tec. By purchasing, installing or otherwise using the Application, you acknowledge that you have read this EULA, and you agree to be bound by its terms and conditions. If you are representing an organization, you acknowledge that you have the legal authority to bind the organization (“Organization,” “Licensee” or “You/Your”) to all of the terms and conditions of this EULA.

1 License, Hosting, Support and Maintenance

1.1 Grant of License. Subject to the terms of this EULA, and based on receipt of the applicable one-time fee, In Time Tec grants Licensee a non-exclusive, fully paid and royalty free, non-sublicensable, non-transferable, enterprise-wide license to install and use the CATS Software in perpetuity on Licensee’s Microsoft Power Platform environment in its Microsoft 365/Azure cloud tenant.

1.2 Hosting and Security. Licensee is responsible for hosting the CATS Software within its Microsoft Cloud tenant, and maintaining and securing the environment, including the security of any and all data contained within the Application.

1.3 Microsoft Environment and Licenses. The CATS Software is compatible with Microsoft PowerApps and PowerAutomate. Licensee will need to separately procure and install the appropriate Microsoft Licenses in order to utilize the CATS Software. In addition, Licensee will need to separately procure individual user licenses for Microsoft Power Apps for all internal staff needing access to the CATS Software, as well as Microsoft Power Apps Premium Licenses for any administrators and support engineers.

1.4 Back-up. Licensee may keep one archival copy of the CATS Software on a storage medium solely for the purpose of reinstallation.

1.5 Additional Services and Limited Warranty. Your one-time license purchase includes a limited warranty, as described below, as well as deployment services and training services as detailed on the quote, proposal or invoice provided to You by In Time Tec.

1.6 Support, Maintenance and Enhancements. There is no ongoing support and maintenance included in this EULA, beyond the Limited Warranty, deployment services and training specified herein. Annual support and maintenance

(including “break/fix”) is addressed in a separate annual Support and Maintenance Agreement. Any enhancements to the Application, or additional services not specified herein, will be the subject of a separate statement of work.

2 Term

The Effective Date of this EULA begins when the CATS Software is deployed on Licensee’s Microsoft cloud environment. This is a one-time purchase for a perpetual license; however, You agree that provisions identified in the “Survival” section, below, will remain in effect for so long as Licensee is accessing the CATS Software from any of its systems.

3 Ownership

Subject to the express terms of the license granted herein, In Time Tec retains all right, title, and interest in and to the CATS Software, its features and workflows, and all updates, upgrades, and other modifications of it, including all Intellectual Property rights and related rights in and to the same. All rights in and to the CATS Software not expressly granted herein are reserved by In Time Tec. “Intellectual Property” means all intellectual property rights of whatever nature, including, but not limited to, all rights conferred under statute, common law or equity, including trademark rights, service mark rights, patent rights, copyrights, design rights and trade secrets, and any rights to apply for registration (to the extent registerable) of any of the foregoing rights.

4 Limitation on Use

4.1 Prohibited Uses. You may not (1) rent, lease, sell, license, or sublicense the CATS Software or access to its functions; (2) alter, merge, adapt, create derivative works of, or otherwise modify the CATS Software in any way; (3) reverse engineer, disassemble or decompile the CATS Software; or (4) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of In Time Tec on or within the copies of the CATS Software. Any use of the CATS Software in violation of this EULA are violations of the license granted to You by In Time Tec, and thus are infringing uses under the U.S. Copyright Act.

4.2 Compliance with Laws. You may not use the CATS Software for any purpose prohibited by United States or other applicable law.

5 Limited Warranty

5.1 In Time Tec warrants that it holds the rights granted under this EULA and indemnifies and holds Licensee and its officers and employees harmless from and against any loss, damage, costs, liability and/or expenses arising out of any legal action taken against the Licensee or any of its officers or employees claiming actual or alleged infringement of such rights. In Time Tec further warrants that on the Effective Date, the CATS Software will, to the best of its knowledge, be free of viruses, backdoors, worms, spyware, malware or other malicious code.

5.2 All other warranties of any kind are expressly disclaimed, including warranties of fitness for a particular purpose; and unless You enter into a separate Support and Maintenance Agreement which provides otherwise, there is no guarantee that Your use of the CATS Software will be uninterrupted, timely, secure, or error-free; or that any errors in CATS will be corrected.

6 Limitation of Liability

6.1 In Time Tec will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from Your use of or inability to use the CATS Software, including, but not limited to, damages for (1) personal injury or injury to property; (2) loss of use, loss of data, or any intangible losses; (3) the cost of getting substitute goods or services; or (4) the inability to use, unauthorized use, or performance or nonperformance of CATS or any third-party software required to utilize CATS.

6.2 In no event will In Time Tec's total potential liability to You arising from or relating to these Terms or Your use of the CATS Software exceed the total amount of fees received from You by In Time Tec.

7 Termination

Your license will terminate without further notice from In Time Tec if you violate these Terms. Upon termination, You must stop using the CATS Software and erase or destroy any copies in Your possession or control. Your obligations relating to any prohibited misuse of the CATS Software will survive such termination. Any cause of action that In Time Tec may have against You for breach of these Terms before the date of termination will survive such termination.

8 General

8.1 Waiver. No waiver of any violation of these Terms will be a waiver of any subsequent violation. All waivers must be in writing and signed by both parties in order to be effective.

8.2 Severability. If a court of competent jurisdiction finds any provision of these Terms unenforceable for any reason, that provision will be deemed severed, and the remaining Terms will continue with full force and effect to the extent permitted by applicable law.

8.3 Survival. The following provisions will survive the expiration or other termination of this Agreement: Section 3 Ownership; Section 4 Limitations on Use; Section 6 Limitation of Liability; and Section 7 Termination.

8.4 Applicable Law. These Terms will be governed by and construed in accordance with the laws of the state of Idaho, without giving effect to its rules respecting the conflicts of laws. Any litigation arising from these Terms or related to the

CATS Software may be brought only in the state or federal courts having subject-matter jurisdiction in Ada County, Idaho. Licensee hereby irrevocably and unconditionally consents to the jurisdiction of the identified Idaho courts and waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, objection to venue with respect to any such action or proceeding, and objection to jurisdiction based on place of residence or domicile.

8.5 Entire Agreement. These Terms are the entire agreement between You and In Time Tec with respect to the subject matter hereof (including the license, access to and use of CATS), and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter. In Time Tec may revise these Terms at any time by posting an updated version to its CATS landing page on the In Time Tec website.