

Court Access Tracking System (CATS)

Subscription Agreement

Revised November 15, 2024

This Subscription Agreement (“Agreement” 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 proprietary CATS Software is offered by In Time Tec, LLC, an Idaho limited liability company (“In Time Tec,” “ITT,” “Us” or “Our”), and these Terms are a binding agreement between You and In Time Tec. By purchasing, installing or otherwise using the Application, you acknowledge that you have read this Agreement, including all attachments, 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 Agreement.

1 License, Hosting, Security and Support

1.1 License and Conditions of Use. Subject to the terms of this Agreement, and based on receipt of the applicable fee(s), In Time Tec grants Licensee a non-exclusive, non-transferable right (“Access Right”) to install and use the CATS Software on Licensee’s Microsoft Power Platform environment in its Microsoft 365/Azure cloud tenant.

1.2 Subscription Term and Fees. The term of Your subscription (“Subscription Term”) and associated fees (“Subscription Fee”) will be established in a separate Purchase Order.

1.3 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.

1.4 Minimum System Requirements

1.4.1 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, including Microsoft Power BI, for any administrators and support engineers.

1.4.2 Modifications to Minimum System Requirements. To remain current with industry standards and third-party systems, as well as in response to updated versions of the Application, the Minimum System Requirements are subject to change from time to time, including during Your current Subscription Term. It is Your responsibility to ensure the Minimum System Requirements are maintained.

1.4.2.1 In the event the System Requirements are modified during a current Subscription Term, ITT will make commercially reasonable efforts to notify You, by way of an email, or other reasonable

means, to the Main Contact, prior to such change taking effect. The updated requirements will be located at the website address above.

1.4.2.2 The Subscription Fee has been established recognizing that ITT may change the Minimum System Requirements during the Subscription Term. You will not have any right to a refund of any fees, or other remedy, if You are unable to use the Subscription because You do not comply with the then-current Minimum System Requirements.

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

1.6 Data. You are responsible for data migration, data cleansing as well as data storage and security.

1.7 Aggregated Data. By using CATS, You grant ITT the right to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from or based on Your data and/or use of the application, for analytical and other business purposes.

1.7.1 You will not be identified or identifiable as the source of the aggregated data;

1.7.2 ITT will own the anonymized aggregated data that it generates, and may run data analytics to inform modifications or enhancements to the application, as well as to share insights with all CATS licensees.

1.8 Additional Services and Limited Warranty. Your purchase includes a limited warranty, as described below, as well as deployment, training and ongoing Support Services as detailed on the quote, proposal or invoice provided to You by In Time Tec. Additional training, enhancements and other “value add” services may be acquired from Us at Our then-current rates.

1.8.1 **Support Services.** From time to time issues may arise that impact the proper operation of the Application. This could be due to a number of factors, including software defects or bugs related to changes to the Application or as a result of external or other factors.

A “Software Defect” is defined as a genuine error, malfunction, fault, or failure within the source code of the software, which prevents the software from operating as intended.

A “Bug” is defined as any aspect of the Application where functionality does not work in the manner described in the specifications for the Application, or which visually does not reasonably adhere to the designs as specified.

An “Issue” is defined as anything that could be a Software Defect, Bug, or any other issue that disrupts or otherwise interferes with the intended use of the Application, as described in the specifications, and which cannot be resolved without the involvement of a technology expert.

In Time Tec will address Issues reported by Licensee based on the following Severity Matrix and provide support when Microsoft pushes updates or releases a patch.

1.8.2 In order for In Time Tec to provide the Services outlined in this Agreement, You must provide Our staff with an administrative account to access the Application; as well as access and necessary permissions to the Microsoft Power Platform hosting the Application.

We will address Issues reported by You based on the following Severity Matrix, in accordance with the procedure outlined below.

Severity	Definition	Response Acknowledgement	Time to Issue Resolution
Critical	The Application is down, frozen, or there is a functionality problem that significantly affects business and there is no available workaround.	Within 4 hours	As mutually agreed by the Parties following assessment of the Issue by Developer.
High	The Application is not reliable; an important user scenario does not work or cannot be used to accomplish a business need. There is a known workaround, but it is complex, requires too much effort or does not always work.	Within 8 hours	
Medium/Low	There is an important user scenario which does not work or cannot be used to accomplish a business need, however, there is an easy workaround; or there is a minor feature which does not work.	Within 24 hours	

1.8.3 This Agreement does not include enhancements to the current Application. An “Enhancement” is a modification or upgrade made to the Application to improve its performance, efficiency or other capabilities beyond the original Application specifications. Enhancements requested by Licensee will be the subject of a separate agreement.

1.8.4 Procedure for Reporting and Resolving Issues:

1.8.4.1 **Licensee Responsibilities.** Licensee will report Issues through a ticketing system designated by In Time Tec, and will provide all necessary information and assistance to allow Us to meet the performance standards outlined in this Agreement. Licensee will also actively participate in any testing required to confirm Issue Resolution.

1.8.4.2 **In Time Tec Responsibilities.** In Time Tec will acknowledge receipt of notification of the Issue and reach out to Licensee’s identified point of contact to understand the Issue and establish a plan for Issue Resolution, within the timeframes(s) specified in the Severity Matrix, after which In Time Tec will:

- 1.8.4.2.1 Assign the Issue internally and establish an estimate of the time to resolve the Issue;
 - 1.8.4.2.2 Inform Licensee of the estimated time to resolve the Issue and provide any workarounds, if available, and address any additional Licensee or In Time Tec resources that may be needed;
 - 1.8.4.2.3 Coordinate testing the solution with Licensee before releasing the “fix;” and
 - 1.8.4.2.4 Document the root cause, fix and resolution of the Issue and share the documentation with You.
- 1.8.5 **Tracking Issues.** The Parties will utilize the ticketing system designated by In Time Tec to capture, track, assign, and manage Software Defects, Bugs, or other Issues reported by Licensee.
- 1.8.6 **Service Availability.** In Time Tec will provide service to address Issues during ITT’s regular business hours, 8 a.m. to 5 p.m. M.T. Monday through Friday, excluding state holidays (“Regular Business Hours”).
- 1.8.7 **Service Location.** Services will be provided remotely by In Time Tec.
- 1.8.8 **Excluded Issues.** This Agreement and any applicable Service Levels do not apply to any Issue:
- 1.8.8.1 Determined by In Time Tec to be caused by or attributable to the Microsoft Power Platform or other software, hardware or services not provided by In Time Tec;
 - 1.8.8.2 Due to factors outside of In Time Tec’s reasonable control (e.g. power, network or device failure, breach of Customer’s security or other third-party activity, etc.); or
 - 1.8.8.3 That result from Licensee’s failure to apply necessary updates to, or otherwise maintain its operating system or other Licensee hardware, software or infrastructure.

2 Term and Termination

- 2.1 **Effective Date.** The Effective Date of this Agreement begins when the CATS Software is deployed on Licensee’s Microsoft cloud environment.
- 2.2 **Trial Period.** We may offer a free trial period during which You may use the Services without paying any Subscription Fees. The terms of this Agreement apply to Your use of the Services during any Trial Period, other than the terms of this Agreement relating to the payment of Fees. On expiry of the Trial Period, You must cease all use of the Services unless and until you have entered into a paid License Subscription.
- 2.3 **Termination or other Cessation of Use.**
- 2.3.1 If You no longer wish to use the Application, You must provide written notice to Us at least thirty (30) days prior to expiration of Your then-current Subscription Term. You must uninstall, delete, and erase any and all copies of the Application from all of Your systems, and take any and all steps necessary to ensure that neither You nor anyone through You (including Your Users) continues to have or use any part of the Application.
 - 2.3.2 The access right granted under this Agreement will terminate immediately upon the expiration, cancellation or termination of this Agreement for any reason.

- 2.3.3 Cessation of Use does not void your obligation to pay Subscription Fees in full through the End Date of your Subscription. You will continue to have access to the Application until the end of Your Subscription Term.

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 Acceptable Use Policy

- 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 Agreement 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 Privacy Policy

Any information We obtain through the provision of Services pursuant to this Agreement will be subject to Our current Privacy Policy.

6 Limited Warranty

- 6.1** In Time Tec warrants that it holds the rights granted under this Agreement 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.
- 6.2** All other warranties of any kind are expressly disclaimed, including warranties of fitness for a particular purpose.

7 Limitation of Liability

- 7.1 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.
- 7.2 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.

8 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.

9 General

- 9.1 **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.
- 9.2 **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.
- 9.3 **Survival.** The following provisions will survive the expiration or other termination of this Agreement: Section 3 Ownership; Section 4 Acceptable Use Policy; Section 7 Limitation of Liability; and Section 8 Termination.
- 9.4 **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.
- 9.5 **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.