



PD
IT
AUD FILE
109130-40

City Manager Signature Sheet

Date: February 24, 2021

Submitting Department: Police

Contact Person: Jeremy Paulsen

Phone Number: 286-5403

E-mail Address: j.paulsen@cedar-rapids.org

Attached for City Manager Signature:

- ☒ 1 document with electronic signature
- ☐ 2 documents with original signatures

Brief Description of Item:

Software that provides the ability to automate video redaction processes for body-worn and in-car videos.

Background (complete only if the item is controversial and non-routine):

NA



"Responsibly Managing the Resources Entrusted To Us"

Software End User License Agreement Cover Sheet

CONTRACT INFORMATION

Requesting/Managing Department	Police Department
Preparing Department	Finance – Contracts Division
Contract Name	IDGUARD SOFTWARE END USER LICENSE AGREEMENT
Vendor Name	Panasonic Software and License through Keltek
Estimated Amount	\$2,400
Funding Source(s)	522101-101-109130
Project Number	109130
Contract Number	109130-40
Bid / RFP / RFQ Number	Qualifications based selection
PeopleSoft Number (Contract Number)	109130-40
CIP / DID Number (On Base # - City Clerk)	109130-40
Term	March 8, 2021 – March 7, 2022
Type:	EULA
Summary:	Software that provides the ability to automate video redaction processes for body-worn and in-car videos.

CONTRACT PERSONNEL

Requestor's Name	Jeremy Paulsen
Preparer's Name	Randy Hartman
Contract Manager	Jeremy Paulsen
Project Manager	Jeremy Paulsen
Department Director	Wayne Jerman
AP Specialist Assigned	Tara Snyder



"Responsibly Managing the Resources Entrusted To Us"

END USER LICENSE AGREEMENT

BETWEEN
THE CITY OF CEDAR RAPIDS
AND
KELTEK INCORPORATED
FOR
PANASONIC I-PRO SENSING SOLUTIONS
BASIC REDACTION SOFTWARE LICENSE

**CONTRACT NUMBER
109130-40**

Prepared by
City of Cedar Rapids
Finance Department - Contracts Division

**END USER LICENSE AGREEMENT
CONTRACT NUMBER 109130-40**

This End User License Agreement is made and entered into as of the date fully executed by and between the City of Cedar Rapids ("City") and Keltek Incorporated ("Keltek"). Both Parties may be referred individually as "Party" and jointly as "Parties".

WHEREAS, Keltek is an authorized reseller of Panasonic software and has marketed to City certain Panasonic software license products;

WHEREAS, City desires to obtain, and Keltek is willing to provide Panasonic license services for the City's PD video recordings from Panasonic;

NOW, THEREFORE, Keltek and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. TERM

This Agreement shall be effective as of March 8, 2021 and shall remain in full force and effect for one (1) year, ending March 7, 2022.

2. TERMINATION

See Article 11 of Attachment A.

3. PANASONIC LICENSE TERMS AND CONDITIONS

Terms and Conditions for the Panasonic End User License agreement are contained in Attachment A of the Agreement.

4. FEES

The Customer shall pay Keltek the amount of \$2,400 for Annual License.

5. INVOICE PROCEDURE

5.1 One invoice should be submitted to the City by Keltek.

5.2 The invoice and supporting documentation shall be submitted at the completion of the Work:

- In a PDF format via e-mail to: accountspayable@cedar-rapids.org or
- Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable, 101 First Street SE, Contract Box 2148, Cedar Rapids, IA 52406-2148.

5.3 As a minimum, Vendor invoices shall include the following information:

- Vendor name and address
- City PO number
- Description
- The total amount being invoiced

5.4 The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

6. PRIMARY CONTACTS

The Primary Contacts for this Agreement are as follows:

Keltek – Contract Issues:

Ashley Schepler

Keltek Incorporated
205 N. High St.
Baxter, IA 50028

Phone (641) 275-8625

City – Contract Issues:

Randy Hartman

City of Cedar Rapids, Iowa
Finance Department – Contracts Division
101 First Street SE
Cedar Rapids, Iowa 52401

Phone (319) 286-5907

E-Mail ashley.schepler@keltekinc.com

Keltek – Technical Issues:

Tyler Richard

Keltek Incorporated
205 N. High St.
Baxter, IA 50028

Phone (641) 750-8786

E-Mail tyler.richard@keltekinc.com

E-Mail r.hartman@cedar-rapids.org

City – Technical Issues:

Jeremy Paulsen

City of Cedar Rapids – PD
505 1st St SW
Cedar Rapids, Iowa 52404

Phone (319) 286-5403

E-Mail j.paulsen@cedar-rapids.org

7. EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz, City Manager

Date

2/26/21

KELTEK INCORPORATED

Authorized Signature

Date

Tyler J. Richard

2-23-21

Attested by: Amy Stevenson, City Clerk

Date

2-26-21

This Agreement has been reviewed by the Finance Department – Contract Division of the City of Cedar Rapids and is approved for further processing.

Randy Hartman

Randy Hartman, City Contracts Manager

02/23/2021

Date

ATTACHMENT A

PANASONIC IDGUARD SOFTWARE END USER LICENSE AGREEMENT TERMS AND CONDITIONS

The parties therefore agree as follows:

1. DEFINITIONS

In this Agreement, the following definitions apply:

"Aggregated Statistics" means information related to Customer's use of the Software that Panasonic uses in an aggregated and anonymized manner to compile statistical and performance information related to the Software's operations.

"Aggregate User Data" means information that relates to a group or category of Authorized Users, from which the Authorized Users' identities have been removed and that is not linked or reasonably linkable (including by the use of a device) to any individual Authorized User or household.

"Authorized User" means any end user of Customer's whom Customer authorizes to access and use the Software in accordance with this Agreement.

"Customer Data" means information and other content that Customer or any Authorized User submits, transmits, or makes available through the Software or that Panasonic otherwise processes on behalf of the Customer.

"Data Protection Laws" means laws regarding data protection and privacy applicable to this Agreement, including any amendments thereto and regulations promulgated thereunder by any

country, state, or other jurisdiction, including where any of the Customer Data is received, collected, hosted, stored, handled, processed, or transmitted pursuant to the terms of this Agreement.

"De-identified Data" means information regarding Authorized Users that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to an individual Authorized User.

"Documentation" means documents and materials that Panasonic makes available to Customer that describe the Software's functionality, components, features, or requirements.

"Intellectual Property Right" means any patent, copyright, trade secret, trademark (registered or unregistered, including service marks), know-how, utility certificate, utility model, database right, industrial design right, circuit layout, and any other right resulting from intellectual activity in the industrial, scientific, literary and artistic fields, and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or any derivative works or reissues of the foregoing, whether arising by operation of law, treaty, contract, license or otherwise.

"Non-Party Products" means any products that neither Panasonic nor Customer owns, creates or manufactures, but which are provided with or incorporated into the Software.

"Panasonic Technology" means Panasonic's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information included or embodied in the Software.

"Reseller" means a third-party reseller authorized by Panasonic to offer the Software to Customers subject to the terms of this Agreement.

"Software" or "IDGuard Software" means the software application owned and provided by Panasonic hereunder, for automatic video redactions of face images from video pictures, which are powered by artificial intelligence, including any additional updates and modifications.

"Territory" means the United States of America.

2. THE SOFTWARE LICENSE GRANT AND RESTRICTIONS.

2.1 License Grant. Subject to the terms of this Agreement, Panasonic grants to You a limited, non-exclusive and non-transferable and non-sublicensable license in the Territory, to download, install and use the Software during the Term for your internal use by Authorized Users strictly in accordance with the terms of this Agreement and the Documentation.

2.2 License Restrictions. You shall not:

- a) use the Software in any way that is contrary to the purposes described in the Documentation or move the Software licenses between the users;
- b) copy the Software, except as expressly permitted by this license;
- c) modify, translate, adapt or otherwise create derivative works or Improvements, whether or not patentable, of the Software;
- d) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time;
- f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software;
- g) perform or disclose any benchmarking or performance testing data of the Software or Documentation,
- h) disclose the Software or the Documentation, including any underlying data or Software content, without Panasonic's explicit, written consent, or
- i) use the Software or Documentation for any purpose that violates any Intellectual Property Right, or that otherwise violates any law or regulation, or that is not otherwise provided for under this Agreement.

2.3 Documentation License. Subject to the terms set forth herein, Panasonic grants to Customer a limited non-exclusive, non-sublicensable, non-transferable, revocable license in the Territory to internally use the Documentation during the Term exclusively in connection with Customer's use of the Software.

2.4 Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to You. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Panasonic and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Software, including all Intellectual Property Rights therein or relating thereto, except as expressly granted to You in this Agreement.

2.5 Anonymization and Aggregation of Data. Panasonic may anonymize and aggregate all Customer Data used in connection with the Software to produce Aggregated Statistics, Aggregated User Data, and De-identified Data.

2.6 Collection of Data. Panasonic may monitor Authorized Users' use of the Software and collect and compile Aggregated Statistics, Aggregated User Data, and De-identified Data. Panasonic will own all right, title, and interest in and to Aggregated Statistics, Aggregated User Data, and De-identified Data, including all Intellectual Property Rights inherent or embodied in those statistics and data or as embedded within the

Software. Panasonic may use Aggregated Statistics, Aggregated UserData, and De-identified Data for any lawful purpose.

- 2.7 Subcontractors. Panasonic may use qualified subcontractors or other non-parties, in the United States and in other countries, to perform or contribute to any aspect of the Software and may share or disclose Customer Data to such qualified subcontractors accordingly. Panasonic is responsible for the performance of any of its subcontractors in connection with the Software.

3. CUSTOMER OBLIGATIONS

- 3.1 Use of the Software. Customer is responsible for all uses of the Software and Documentation that result from access that Customer provides, whether or not this Agreement permits those uses. Customer is responsible for all acts and omissions of Authorized Users, and an Authorized User's act or omission that would constitute a breach of this Agreement if Customer had been responsible for the act or omission will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's requirements that apply to Authorized Users' use of the Software and shall require Authorized Users to comply with these requirements.
- 3.2 If Panasonic provides to You a trial license ("Trial License"), the rights granted under this license are limited to the use of the Software in accordance with the terms herein for trial/testing purposes only and for no more than ninety (90) days ("Trial Period"). At the end of the Trial Period your Trial License will be terminated and You will have an option to purchase a Paying License.
- 3.3 If You upgrade your Trial License by paying applicable monthly or annual license fees, this license grants to You full access to the Software in accordance with the terms herein ("Paying License").
- 3.4 Invoicing and Payment. Panasonic will not be responsible for any invoicing or payment disputes between Reseller and Customer and Customer shall indemnify Panasonic from any claims, liabilities, damages and expenses arising out of or related to such disputes.
- 3.5 Compliance with Laws. Customer shall comply with all laws in connection with Customer's use of the Software, including but not limited to Data Protection Laws.
- 3.6 Unauthorized Uses. In addition to the License Restrictions set forth above, Customer shall: (a) immediately notify Panasonic of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Software; (b) immediately report to Panasonic and use reasonable efforts to stop immediately any known copying or distribution of the Software's content; and (c) not impersonate a Panasonic user or provide false identity information to gain access to or use the Software.
- 3.7 Security. User information and passwords for access to the Software are deemed to be Confidential Information of Authorized Users under Section 6 of this Agreement, and if put into writing, Customer shall store such Confidential Information in a secure manner, with at least the same degree of care that Customer uses to protect its own confidential or proprietary information, to reasonably prevent unauthorized use of the Software. Any failure to comply with this Section 3.7 will be a material breach of this Agreement.
- 3.8 Passwords. The Software has several tools that allow You to record and store information. You are responsible for taking all reasonable steps to ensure that only authorized persons shall have access to your passwords or accounts. It is your sole responsibility to (a) control the dissemination and use of your sign-in name, screen name and passwords; (b) authorize, monitor, and control access to and use of your account and password; and (c) promptly inform Company if You believe your account or password has been compromised or if there is any other reason You need to deactivate a password.

4. UPDATES

- 4.1 Updates. Panasonic may from time to time in its sole discretion develop and provide updates to the Software. Such updates may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Panasonic has no obligation to provide any Updates or to

continue to provide or enable any particular features or functionality. Based on the settings of your device, when your hardware device is connected to the internet and You have installed the Software on that device, either: (a) the Software will automatically download and install all available Updates; or (b) You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate on your hardware device should You fail to do so or if the Software is not deployed in the optimum operating environment in accordance with the Documentation. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

- 4.2 Non-Party Products. Panasonic's liability to Customer for Non-Party Products in the Software will be limited to the terms and conditions that apply to the supplier of the Non-Party Products.

5. DATA PROTECTION AND SECURITY

- 5.1 Responsibility for Customer Data. Customer will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property Rights ownership or right to use Customer Data. Panasonic will not be liable to Customer for the deletion, correction, destruction, damage, loss or failure to store Customer Data. Customer further represents and warrants that it has provided or will provide all legally-required notices, has obtained or will obtain all legally-required consents and is otherwise compliant with all laws to ensure that Customer and Panasonic may collect, use, disclose, and otherwise process Customer Data in accordance with this Agreement without violating any laws.

- 5.2 Compliance with Data Protection laws. (a) Panasonic shall provide all information and cooperation as Licensee may require to enable Licensee to comply with the Data Protection Laws, and shall not take or omit to take any action that might cause Licensee or any of its subsidiaries or affiliates to be in violation of any Data Protection Laws. (b) Panasonic shall comply with the Data Protection Laws in furnishing the Software. Customer will be the data controller and Panasonic will be the data processor with respect to Customer Data. (c) Panasonic represents that it has put into place and hereby agrees to maintain, reasonable data security measures to ensure that Customer Data is protected against loss, damage, or unauthorized collection, handling, processing, disclosure, usage and/or storage in accordance with the standards and requirements set forth in the Data Protection Laws.

The parties further agree that: (i) Panasonic is a service provider for Customer; (ii) Panasonic is processing and will process Customer Data solely on behalf of Customer; (iii) Customer is disclosing Customer Data to Panasonic for the business purpose of Customer's use of the Software and Panasonic performing the services with respect to the Software; and (iv) Customer's disclosure of Customer Data to Panasonic is necessary to use the Software and perform the services by Panasonic with respect to the Software. (d) Panasonic will not do any of the following: (i) Collect or use Customer Data except as necessary to perform the services with respect to the Software; (ii) Retain, use, or disclose Customer Data for any purpose, including a commercial purpose, other than for the specific purpose of using the Software or performing the services as specified herein; (iii) Retain, use, or disclose Customer Data except to process or maintain the data on behalf of Customer and in compliance with this Agreement; or (iv) Sell Customer Data to another person or entity. (e) Upon written request of Customer, Panasonic agrees to make diligent and reasonable efforts to assist Customer in complying with its obligations under the California Consumer Privacy Act (CCPA) or other similar laws to respond to a consumer request to exercise their right(s) under the CCPA with respect to Customer Data. For any consumer's request to exercise their rights under the CCPA made directly to Panasonic, Panasonic will promptly notify Customer of such request and shall not respond to the request except to direct such consumer to contact Customer.

6. CONFIDENTIALITY

- 6.1 Each party shall keep in confidence any technical, financial or business assets, facts, materials, information and data relating to this Agreement that one party discloses to the other party and that is conspicuously marked by the disclosing party as confidential (hereinafter called "Confidential Information"). The receiving party shall not, for a period of three (3) years from the date of disclosure, disclose to any non-party such Confidential

Information unless otherwise expressly permitted in writing by the disclosing party.

- 6.2 Notwithstanding the foregoing, the following information shall be deemed not to be Confidential Information of disclosing party: (a) information generally known or available to public at large other than as a result of the receiving party's breach of this Agreement; (b) information already owned or possessed by the receiving party at the time of disclosure or legally obtained by the receiving party without breach of this Agreement; (c) information developed by the receiving party independently without any use or reference to disclosing party's Confidential Information; (d) information furnished to the receiving party without obligation of confidentiality by a third party; and (e) information required to be disclosed by law or by order of a court or administrative body of competent jurisdiction, provided that the party so require, unless legally prohibited, promptly provides notice of such requirement to the disclosing party and provides reasonable assistance in any attempt to obtain confidential treatment for such information.
- 6.3 If the Customer is legally required to disclose the Confidential Information by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify Panasonic to that effect, in order to give Panasonic the opportunity to seek such protection for its Confidential Information as it deems appropriate. Such required disclosure shall not be construed as a breach of this Section.
- 6.4 The parties acknowledge that the Confidential Information is unique and valuable and that disclosure in breach of this Section may result in irreparable injury to Panasonic for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach of confidentiality, Panasonic shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 **Panasonic Ownership.** Panasonic exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Panasonic Technology, the Documentation, the Software, and the Software's content. With respect to Non-Party Products, the applicable non-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Non-Party Products.
- 7.2 **Software Modifications.** If Panasonic makes any modification to the Software based in whole or in part on any suggestion, idea, enhancement request, feedback, recommendation, or other information Customer or an Authorized User provides to Panasonic with respect to the Software, Panasonic exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to those modifications.
- 7.3 **No Sale Intended.** The parties intend that this Agreement will not constitute a sale and will not convey to Customer any rights of ownership in or related to the Software, the Panasonic Technology, the Documentation, Aggregated Statistics, Aggregated User Data, De-identified Data, or any Intellectual Property Rights Panasonic owns with respect to the Software. Panasonic's name, logo, and product names associated with the Software, are trademarks of Panasonic or non-parties, and this Agreement does not grant to Customer any right or license to use them.
- 7.4 **Customer Ownership.** Customer will exclusively own all right, title, and interest in and to the Customer Data, including all Intellectual Property Rights relating to the Customer Data, subject to the rights and permissions this Agreement grants.
- 7.5 **Customer Data Use.** Customer hereby irrevocably grants to Panasonic all rights and permissions in or relating to the Customer Data that are necessary or useful to Panasonic to enforce this Agreement, exercise Panasonic's rights, improve the Software, develop new product and service offerings, develop benchmarking analyses, and perform Panasonic's obligations, under this Agreement.
- 7.6 **Customer Data License.** Customer hereby grants to Panasonic a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, create derivative works of, and otherwise use and display Customer Data incorporated within the Aggregated Statistics and the Anonymized Data.

8. NO WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY PROVIDES, THE SOFTWARE AND ALL CONTENT OF THE SOFTWARE WILL BE PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE OR THE SOFTWARE'S CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY NON-PARTY'S RIGHTS. PANASONIC DOES NOT WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SOFTWARE, INFORMATION, OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SOFTWARE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. RESERVED

10. LIMITATION OF LIABILITY

- 10.1 PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WORK DELAYS, LOST GOODWILL, PROFIT, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SOFTWARE, OR DOWNTIME COSTS, EVEN IF PANASONIC HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF THOSE DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, SHOULD PANASONIC BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR ITS LOSS, INJURY, OR DAMAGE, PANASONIC'S LIABILITY SHALL IN NO EVENT EXCEED THE PAYMENT THAT PANASONIC RECEIVED IN CONNECTION WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY ABOVE REPRESENTS THE ALLOCATION OF RISK AS AGREED TO BY YOU AND PANASONIC. YOU AGREE IN ADVANCE THAT PANASONIC WILL NOT PROVIDE THE LICENSED SOFTWARE TO YOU UNTIL AND UNLESS YOU ACCEPT THIS LIMITATION OF LIABILITY.

- 10.2 PANASONIC shall not be liable to you for any compensation or damages, arising from the causes set forth below: (a) any damages arising from reproduction, modification and/or adaptation of the Licensed Software by a party other than Panasonic; (b) any damages to data and/or intangible property; (c) your obligation to pay any damages to any third party, except as otherwise expressly set forth in this Agreement; and/or (d) any damages arising from any cause that is not attributable to Panasonic.

11. TERM AND TERMINATION

- 11.1 Term. The term of this Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by You as set forth in this Section 11.
- 11.2 Termination. (a) You may terminate this Agreement by deleting the Software and all copies thereof from your device. (b) Panasonic may terminate this Agreement at any time without notice if it ceases to support the Software, which Panasonic may do in its sole discretion. (c) In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.
- 11.3 Effect of Termination or Expiration. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Software, and Customer shall delete, destroy, or return all copies of the Documentation and certify in writing to Panasonic that the Documentation has been deleted or destroyed.

12. GOVERNING LAW AND VENUE

This Agreement and all matters arising out of this Agreement will be governed by the laws of the state of Iowa, without reference to any jurisdiction's conflict-of-law rules. All causes of action arising under this

Agreement will be brought only in the federal courts of the United States or the courts of the State of Iowa in each case located in the city of Cedar Rapids and the county of Linn. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not apply to this Agreement.

13. AUDIT

Panasonic may, or may have a third party appointed by Panasonic, visit your office, and audit, investigate and copy all your records or system to verify your compliance with the terms of this Agreement, at Panasonic's expense. Any such audit shall be scheduled at least thirty (30) days in advance with the City. City shall cooperate with such audit at City's own cost.

14. COMPLIANCE

You agree to comply with all applicable laws and regulations that may govern your use of this Software and agree to indemnify and hold Panasonic harmless from and against any claims, damages, losses or obligations suffered or incurred by Panasonic arising from your failure to so comply.

15. EXPORT CONTROL

The parties acknowledge that the items Panasonic provides under this Agreement, which may include technology and software, are subject to United States export control laws and regulations and may also be subject to the export control laws and regulations of the countries in which those items are made or developed. The parties shall comply with those laws and regulations, including the Export Administration Regulations. Neither party shall export or re-export items purchased under this Agreement to (a) any country subject to U.S. embargo; or (b) to any person or organization on the U.S. Treasury Department's Specially Designated Nationals list, or on the U.S. Commerce Department's Table of Denial Orders or Denied Parties List. Each party states that it is not located in, under the control of, or a national or resident of any country, on that list. Customer shall not provide any written regulatory certifications or notifications on behalf of Panasonic.

16. ASSIGNMENT

Both Parties acknowledge and agree that either Party may not assign this Agreement or any of rights, interest or obligations hereunder in whole or in part without the prior written consent of the other Party. Any assignment contrary to the terms hereof shall be null and void.

17. NOTICES

All notices or other communications under this Agreement must be in writing and addressed to the following: Panasonic System Solutions Company of North America, Two Riverfront Plaza, Newark, NJ 07102 Attn: VP of Operations.

18. MISCELLANEOUS

18.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether oral or written, with respect to that subject matter.

18.2 Survival. Once this Agreement expires or terminates, Sections of this Agreement which by their nature and context should survive expiration or termination shall survive and continue after any expiration or termination of this Agreement.

18.3 Independent Contractor. Each party is an independent contractor under this Agreement, without any authority to bind the other.

18.4 Waiver. A party's failure to enforce one or more of its rights stated in this Agreement will not preclude that party from subsequently enforcing those rights. Any waiver of a right stated in this Agreement must be in writing and signed by the waiving party's authorized representative.