

MARGIE R IBARRA
COUNTY CLERK
FILED

COUNTY SOFTWARE LICENSE AGREEMENT

2022 NOV -1 PM 3: 28

THIS SOFTWARE LICENSE IS GRANTED BY COREMR, L.C., A UT
LIMITED LIABILITY COMPANY AND IS SOLELY IN FAVOR OF SOUTH
CORRECTIONAL ENTITY FOR USE EXCLUSIVELY AT THE FACILITY IDENTIFIED
BELOW. BY EXECUTING THIS SOFTWARE LICENSE AGREEMENT (THE
"LICENSE AGREEMENT") AND USING THE SOFTWARE (DEFINED BELOW), THE
COUNTY AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE
AGREEMENT. THIS LICENSE AGREEMENT IS ENTERED INTO AND IS EFFECTIVE
AS OF THE ___ DAY OF _____, 2022.

WEBB COUNTY, TEXAS

PL DEPUTY

1. Definitions:

Agreement. "Agreement" means that certain Agreement accompanying this License Agreement entered into between CorEMR, L.C. ("CorEMR") and Webb COUNTY pertaining to the provision of electronic medical records software under this License Agreement and the provision of computer hardware, if requested.

COUNTY. "County" means Webb County, State of Texas.

Facility. "Facility" exclusively means the correctional facility operated by the COUNTY located at 902 Victoria Street, Laredo, Texas, 78040.

Software. "Software" and/or "Medical Records Software" means the computer programs provided by CorEMR under this License Agreement for electronic medical records in connection with the accompanying Agreement.

You. "You" means the County and the Facility and their respective officers, administrators, employees, agents, independent contractors, and medical staff exclusively at the Facility and the information technology staff exclusively at the Facility.

2. **License Grant.** Provided you comply with all of the terms and conditions of this License Agreement and the accompanying Agreement including timely payment of the Initial Set Up Fee and the Monthly Service Fee as provided in the Agreement, CorEMR grants you a non-exclusive, non-transferable, limited license to use the Software for electronic medical records under the Agreement on one server exclusively at the Facility for so long as the Agreement is in effect and not terminated or expired. Immediately upon the expiration or termination of the accompanying Agreement, this Software License Agreement shall also automatically and without notice terminate and expire and you shall no longer be entitled to use the Software, or any component thereof, except your protocol forms, if any, which you may have caused to be installed thereon; subject to the County first having unrestricted viewable access to the data through a stand alone read only program as stated in the Agreement. In the event of the termination or expiration of this License Agreement and/or the license granted hereby, you must immediately uninstall and return the Software to CorEMR, including all documentation together with all upgrades, enhancements, modifications and updates and shall not thereafter use the same.

3. **Backup Copy; Transferability.** You may make one backup copy of the Software for archival purposes to backup the Software, provided your backup copy is not installed or used on any computer. You may network this Software internally at the Facility for the sole and exclusive purpose of using the Software through commands, data or

instructions exclusively on the internal network at the Facility. No other network use is permitted. No Internet Web hosting or Internet access of any kind or nature is permitted. You may not transfer any rights of any kind or nature to this Software or the backup copy thereof. All trademark, copyright, and proprietary rights notices must be faithfully reproduced and included by you on such copy. You may not make any other copies of the Software. This paragraph does not prohibit the County from utilizing an imaged copy of the software and data to as a means to recover any loss of data and/or information.

4. **Other Restrictions.** CorEMR reserves all rights not expressly granted to you herein. Without limiting the generality of the foregoing, you shall not, nor shall you permit, any other party to: (i) use the Software except pursuant to the terms of this License Agreement; (ii) disassemble, decompile, unbundle, reverse engineer, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (iii) modify or create derivative works based on the Software; or (iv) externally distribute, sublicense, resell, encumber, or otherwise transfer the Software; or (v) rent, lease, lend, or use the Software for timesharing or bureau use; or (vi) allow a third party to inspect, copy, access, or use the Software; or (vii) disclose the results of any benchmark test of the Software to a third party without the prior written approval of CorEMR; or (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. The Software contains trade secrets and confidential information and you shall diligently protect the same against transfer or disclosure to, or discovery by, other persons not authorized by CorEMR. In the event you create, or cause to be created, any derivative work or modification to the Software, in violation of this Agreement or otherwise, all such derivative works and/or modifications (including all related intellectual property) created by or for you is hereby assigned to CorEMR in their entirety.

5. **Ownership.** You acknowledge that CorEMR exclusively owns all title and intellectual property rights in and to the Software, including all copies thereof. U.S., and you acknowledge international laws protect the Software, including without limitation copyright and trademark laws and international treaty provisions. The Software is licensed to you, not sold, and you have no ownership of any kind in or to the Software.

6. **Copyrights; Trade Secrets.** You acknowledge and agree that the structure, sequence, and organization of the Software (including but not limited to any technical configurations, technical data, images, photographs, animations, video, audio and text) are proprietary to and are the valuable trade secrets of CorEMR. You agree to hold such trade secrets in confidence. Unless explicitly set forth in a written agreement executed between CorEMR and you, you may not remove from the Software or alter any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software.

7. **Updates.** Except as otherwise expressly provided herein, this License Agreement will govern any Software updates, modifications, enhancements, upgrades, patches, pre-releases (BETA), tryout, evaluation or product sampler that may be provided to you in accordance with CorEMR's then-current maintenance and support policies and license agreement, unless such updates, modifications, enhancements and/or upgrades are provided under separate license agreement. You may use such updates, modifications, enhancements and/or upgrades, etc. only in conjunction with the license granted pursuant to this License Agreement and such updates, modifications,

enhancements and/or upgrades, etc. are covered by the terms and conditions of CorEMR's then current License Agreement, and CorEMR may condition issuance thereof to you on your written acceptance of the then current license agreement. Updates to which you may be entitled under this Agreement shall not include any custom modifications or versions of the Software not released by CorEMR for general distribution to its clients.

8. **Limited Warranty.** CorEMR warrants that the Software will enable the properly trained users hereof to create, maintain, access, and make additions to electronic medical records and medical data, and will enable your properly trained personnel to backup the electronic medical records created thereby on site and/or at a remote location if proper equipment and backup software is used, for a period of ninety (90) days from the date of installation on the Server at the applicable Facility. Non-substantial variations of performance do not establish a warranty right. To make a warranty claim, you must notify CorEMR in writing of the specific defect or failure claimed within such ninety (90) day period. If the Software does not perform substantially in accordance with this Limited Warranty, the entire liability of CorEMR and your exclusive remedy shall be limited to either, at CorEMR's option, the replacement of the Software or the refund of the Initial Set Up Fee and Monthly Service Fees actually paid to date; and in any such event, you shall be obligated to return to CorEMR the Software. THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SOFTWARE UPDATES, UPGRADES, MODIFICATIONS, ENHANCEMENTS, PATCHES, PRE-RELEASES (BETA), TRYOUTS, EVALUATIONS OR PRODUCT SAMPLERS, ALL OF WHICH ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

9. **Additional Warranty Limitations.** The limited warranty set forth in Section 8 above does not apply to: (a) use on any hardware not meeting CorEMR's specifications; or (b) bugs, defects, problems or failures caused by defects, problems or failures of hardware or software not provided by CorEMR or the negligence of the COUNTY or any person other than a CorEMR representative. The limited warranty set forth in Section 8 above does not include any warranty that (i) the Software will meet the COUNTY'S requirements; (ii) will operate in conjunction with other hardware and software utilized by the COUNTY; (iii) will be error free in all circumstances; and (iv) that non-material bugs will be corrected.

10. Intentionally Left Blank

11. **Exclusion of Certain Damages.** UNDER THIS LICENSE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, COREMR SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOSS OF USE, LOST OR DAMAGED DATA, ANY INABILITY TO ACCESS OR RETRIEVE DATA, OTHER COMMERCIAL, MEDICAL OR ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR BUSINESS COSTS OF COVERAGE, OR EQUIPMENT DOWNTIME ARISING FROM OR RELATING TO THE USE OR INABILITY TO USE THE SOFTWARE. THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow certain exclusions or limitations of liability, so some of these may not apply to you. This exclusion of damages shall not apply if CorEMR fails to provide a stand alone read only program so the county may access the information it has entered into the software.

12. **Limitation of Liability.** THE AGGREGATE LIABILITY OF COREMR ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT AND/OR THE ACCOMPANYING AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, EQUITABLE AND/OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF ALL LICENSE FEES PAID BY YOU FOR THE SOFTWARE LICENSE GRANTED HEREUNDER AND THE INITIAL SET UP FEE AND MONTHLY SERVICE FEES PAID TO THE DATE OF CLAIM. COREMR SHALL NOT IN ANY CASE, BE LIABLE FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF COREMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COREMR IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF SOFTWARE OR DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PERSON OR LEGAL ENTITY OTHER THAN YOU.

13. **Sole Remedy and Allocation of Risk.** YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LICENSE AGREEMENT AND COREMR'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS LICENSE AGREEMENT IS SET FORTH IN THIS LICENSE AGREEMENT. This License Agreement defines a mutually agreed-upon allocation of risk. Each of the parties acknowledge that the provisions of this License Agreement and accompanying Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the use of the Software. The warranty disclaimers and limitations in this License Agreement are intended to limit the circumstances of liability and are separately intended to limit the forms of relief available to the parties.

14. **Taxes.** In the event that any withholding, sales or use taxes or other taxes or government fees, assessments or charges are payable because of this License Agreement, or any license of the Software, or because of any payment by you, then you shall pay such taxes, fees, assessments and charges in addition to all other payments unless the County proves and provides proof of tax exemption(s).

15. **Severability.** If a court of competent jurisdiction determines that any provision of this License Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this License Agreement shall remain in effect.

16. **U.S. Government End Users.** The Software is provided with Restricted Rights. use, duplication, or disclosure by the United States Government and is subject to restrictions applicable to commercial computer software as set forth in the Federal Acquisition Regulations (FAR) § 52.227-14 (June 1987) Alternate III (June 1987), or FAR § 52.227-19 (June 1987), or DFARS § 252.227-7013(b)(3) (Nov 1995) or applicable successor provisions. Software licensed to U.S. Government end users are licensed (a) only as Commercial Items as defined at 48 C.F.R. § 2.101, §12.212 or § 227.7202-1-4; and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use of the Software by the U.S. Government constitutes acknowledgment of CorEMR's proprietary rights therein. The manufacturer is CorEMR Corporation with its principal office located at 430 West 200 North, P.O. Box 702, Midway, Utah 84049.

17. **Export Laws.** You acknowledge that the Software is subject to applicable import and export regulations of the United States and of the countries in which you do business. It is your responsibility to comply with the United States' and other countries' government requirements as they may be amended from time to time. Without limiting the generality of the foregoing, and regardless of any disclosure made by you to CorEMR regarding an ultimate destination of the Software, you shall not export, re-export, transfer, divert, or disclose (directly or indirectly) the Software or any portion thereof to any country in violation of U.S. export laws or regulations or any other law, regulations, or government order. Note that Software containing encryption may be subject to additional restrictions.

18. **Construction.** No rule of strict construction shall apply against or in favor of either party in the construction and interpretation of this License Agreement and/or the Master Agreement.

19. **Assignment.** You may not assign, sublicense, or transfer this License Agreement, any rights or obligations under this License Agreement, the Software, or any enhancements, updates, upgrades, modifications, or amendments to the Software. CorEMR may assign or transfer this License Agreement and its rights and obligations hereunder at its discretion to any third person or legal entity without your prior permission.

20. **Entire Agreement.** This Software License Agreement sets forth the entire understanding and agreement between the parties relating to the subject matter hereof, may be amended only in a writing signed by both parties, and supersedes all prior purchase orders, agreements, understandings, representations, and warranties relating to the subject matter of this License Agreement. Any waiver of or promise not to enforce any right under this License Agreement shall not be enforceable unless evidenced by a writing signed by the party making such waiver or promise. ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY YOU IN CONNECTION WITH THE SOFTWARE THAT ARE IN ADDITION TO,

DIFFERENT FROM, OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND THE ACCOMPANYING AGREEMENT ARE NOT BINDING ON COREMR AND ARE INEFFECTIVE. ONLY AUTHORIZED OFFICERS (NOT SALES PERSONS) OF COREMR HAVE AUTHORITY, ON BEHALF OF COREMR, TO MODIFY THIS LICENSE AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT.

IN WITNESS WHEREOF the Parties have executed this License Agreement effective as of the day and year first above written.


WEBB COUNTY

COREMR , L.C.

By: _____
(Authorized Signature)

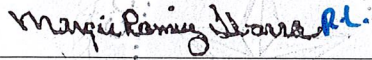
By: 
(Authorized Signature)

WEBB COUNTY



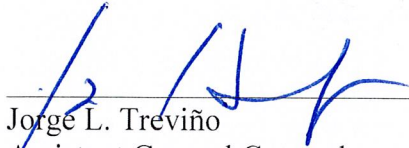
Tano E. Tijerina
Webb County Judge

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____, 202 ; item _____