Master License and Support Agreement

by and between

Cross Central Software, Inc.

and the

Yadkin County

THIS SERVICE AGREEMENT (the "Agreement"), a perpetual service contract, renewed on an annual basis and valid for the period of November 30, 2015 through November 30, 2016 is by and between Cross Central Software, Inc., (FIRECentral), a corporation duly organized and existing under the laws of the state of North Carolina, and the FIRECentral client, Yadkin County, (CUSTOMER).

SECTION 1: TERM AND DEFINITIONS

A.   Term. This Agreement is effective from 12:00 a.m. midnight on November 30 and shall terminate at 12:00 a.m. midnight on November 30.

B.   Renewal.   The Attachment: "Annual Support Maintenance Fees" is renewed annually, which maintains the validity of this Agreement.

C.   Definition of Terms. For purposes of this Agreement, the following definitions apply unless specifically defined elsewhere within this Agreement:

"Products" shall mean the database and application software programs and modules and any enhancements, modifications, updates, or releases relating thereto, that are owned or licensed by Cross Central Software, Inc., as set forth on Attachment "Annual Support Maintenance Fees".

"Services" shall mean database and application software support to be provided by Cross Central Software, Inc. pursuant to this Agreement.

SECTION 2: SUBJECT OF AGREEMENT

A.   Software Support. Upon the terms and conditions set forth herein, CROSS CENTRAL SOFTWARE, INC. agrees to provide CUSTOMER with software and services support as described in Attachment: "Annual Support Maintenance Fees".

B.   Telephone Services. This Agreement includes unlimited CUSTOMER telephone calls to CROSS CENTRAL SOFTWARE, INC. A Toll free line is provided for CUSTOMER usage.

SECTION 3: USE AND MAINTENANCE

A.   CUSTOMER agrees to use the Products only on computer hardware, system software, and networks that meet CROSS CENTRAL SOFTWARE, INC.' requirements in effect at any given time. CROSS CENTRAL SOFTWARE, INC. cannot guarantee the performance of the Products if

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CUSTOMER employs and software on, or accesses any databases from the hardware system other than the Products.

B.   CROSS CENTRAL SOFTWARE, INC. will provide the CUSTOMER with telephone support (Tele-Support) services and instruction in the use of the Products. CROSS CENTRAL SOFTWARE, INC. shall correct, repair, or exchange, at its sole discretion, any software product determined by CROSS CENTRAL SOFTWARE, INC. to be unserviceable or inoperable.   Service and support requests, either by telephone or in writing shall be directed to:

> **FIRECentral**
> **CROSS CENTRAL SOFTWARE, INC.**
> **P.O. Box 1885**
> **Clayton, North Carolina 27520**
>
> **Telephone#:**   **(919) 741-6764**
> **Support Line:**   **(800) 825-4159**

C.   Telephone service is available from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding major holidays.

D.   Telephone service consists of CROSS CENTRAL SOFTWARE, INC. technical personnel's search, diagnosis, and correction based upon information supplied by the CUSTOMER, clarification of documentation, and technical instruction in the use of the Products.

E.   The Customer shall be eligible to receive the standard application software releases provided by CROSS CENTRAL SOFTWARE, INC. for the Products. Releases can be downloaded from the CROSS CENTRAL SOFTWARE, INC. website at no charge to the CUSTOMER. Releases are also available on CD-ROM at a price of $25 per CD.

SECTION 4: PAYMENT

A.   The charges for the support services rendered under this Agreement are described in the Attachment: "Annual Support Maintenance Fees".

B.   The annual payment is due upon receipt of each invoice. In the event that payment is not received within thirty (30) days from the date of receipt of the invoice, support services will be terminated.   Any support services rendered after such termination date shall be at the then prevailing hourly billing rates of CROSS CENTRAL SOFTWARE, INC.

C.   CUSTOMER shall reimburse CROSS CENTRAL SOFTWARE, INC. for any sales, use, or other taxes (not including income taxes) imposed upon the CUSTOMER or CROSS CENTRAL SOFTWARE, INC. relating to the performance of service under this Agreement.

SECTION 5: SERVICE EXCLUSIONS AND LIMITATIONS

A.   Customer shall be responsible for obtaining, operating, and maintaining, at its own expense, all hardware, system software, and networking services which are not covered by this Agreement, but are required to enable CUSTOMER to access and use the Products (and any upgrades) properly. CUSTOMER shall also be responsible for making any necessary modifications in the hardware, system software, and/or networking to ensure that the Products (and any upgrades) function properly.

B.   This Agreement does not cover services and support of software applications other than the Products defined. Products not covered by the Agreement include, but are not limited to, third party software (i.e. MS Windows, MS Office, etc.) owned and distributed by companies other than CROSS CENTRAL SOFTWARE, INC.

C.   This Agreement does not include expenses incurred during the performance of on-site services under this Agreement. These expenses for travel time, mileage, lodging, meals, and other incidental costs will be billed as incurred, using CROSS CENTRAL SOFTWARE, INC.' then current expense reimbursement rates.

D.   Charges for supplies, computer hardware, or other expenses incurred by CROSS CENTRAL SOFTWARE, INC. in the performance of the services under this Agreement will be billed as incurred.

E.   This Agreement does not cover services and support to computer hardware.

F.   CROSS CENTRAL SOFTWARE, INC. is not liable for any damage to or loss of data as a result of the services provided under this Agreement or related to the software Product(s) covered under this Agreement. This Agreement does not provide for any backup or responsibility for CUSTOMER data.

SECTION 6: WARRANTY LIMITATION

A.   The Application Software is warranted to be free from Defects, providing CUSTOMER makes no changes to the delivered Application Software and CUSTOMER continues to renew annually this Service Agreement.   In the event a Defect is caused by a revision made by other than CROSS CENTRAL SOFTWARE, INC. personnel, CROSS CENTRAL SOFTWARE, INC. will correct the defect on a time and materials basis, plus expenses of associated travel and lodging, if required.

SECTION 7: MISCELLANEOUS

A.   Contents. All software and services listed on Attachment "Annual Support Maintenance Fees" shall be covered by this Agreement.

B.   License. As consideration for Customer's payment of the Annual Software and Services Support Fees, CROSS CENTRAL SOFTWARE, INC. grants to CUSTOMER a non-exclusive license to use the Application Software subject to the terms and conditions set forth in this Agreement.

C.   Copyright. Each copy of said software and all of the user manuals and other documentation are produced and distributed exclusively by CROSS CENTRAL SOFTWARE, INC. The Customer will not, at any time, de-compile or disassemble all or any portion of the licensed software, nor permit anyone else to do so.

D.   Assignment. This Agreement is not assignable without the written consent of CROSS CENTRAL SOFTWARE, INC.

E.   Invalidity. If any provision of this Agreement or the obligation thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

F.   Severability. All terms and conditions of this Agreement shall be construed so as to be enforceable to the fullest possible extent. A determination that such term or condition is either invalid or unenforceable, shall not affect the remaining terms and conditions of this Agreement, which shall remain in full force and effect.

G.   Amendments. Any amendments or modifications to this Agreement must be in writing and executed by both the Customer and CROSS CENTRAL SOFTWARE, INC. Any other agreement, whether oral or written, is not a valid attachment to this Agreement.

H.   Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

BY EXECUTING THE ATTACHMENT "ANNUAL SUPPORT MAINTENANCE FEES" TO THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

ATTACHMENT

ANNUAL SUPPORT MAINTENANCE FEES

by and between

CROSS CENTRAL SOFTWARE, INC.

and the

Yadkin County

Product: FIRECentral Essentials Software

Number of Licenses: 1 – Single User

Term of Maintenance: November 30, 2015 – November 30, 2016

Fees: $ 100.00 "not to exceed this amount"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above set forth.

CROSS CENTRAL SOFTWARE, INC.

_____
Signature

_____
Title

Yadkin County

_____
Signature

_____
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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