

LIMITED LICENSE AND NON-DISCLOSURE AGREEMENT

This agreement (this "Agreement") is made and entered as of this _____ day of _____, 2019, by and between Sapiens Americas Corporation ("**Sapiens**") with offices located 4000 Centre Green Way, Suite 150, Cary, NC 27513 and The School Board of Broward County, Florida (hereinafter referred to as "**Company**") a body corporate and political subdivision of the State of the State of Florida, and whose principal plate of business is 600 SE 3rd Ave, Risk Management & Workers Compensation 11th Floor, Fort Lauderdale, FL 33301.

BACKGROUND

Sapiens is the owner and licensor of certain computer software. Sapiens and S1 Medical LLC ("**Sapiens' Customer**") entered into a Master Agreement dated Feb. 1, 2019 ("**License Agreement**") for the use of Sapiens' software ("**Sapiens Software**").

Sapiens' Customer has entered into an agreement with Company pursuant to which Sapiens' Customer provides certain third party administrator services to Company (the "**TPA Agreement**"). Company desires access to the Sapiens Software ("**Confidential Information**"), specifically CompSuite and Scriptura, for the purposes of workers compensation claims administration. ("**Purpose**").

AGREEMENT

In consideration of Company's original and continuing access to Sapiens' Confidential Information, the parties agree as follows:

1. LICENSE AND CONFIDENTIALITY

(a) Definition. "**Confidential Information**" means the Sapiens Software and any Sapiens or Sapiens' customers proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Sapiens either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

(b) License. Subject to the terms of this Agreement, Recipient is hereby granted access to the Sapiens Software via a direct VPN connection between Customer and Sapiens, solely for Company's employees to perform the Purpose. Additionally, such access is subject to the terms of the license granted to Client under the License Agreement.

(c) Non-Use and Non-Disclosure. Company will not, during or subsequent to the term of this Agreement, use or disclose the Confidential Information for any purpose whatsoever other than for the Purpose, and strictly on a “need to know” basis. Under no circumstances will Company disclose Confidential Information to any third party, without the prior written consent of Sapiens. It is understood that said Confidential Information shall remain the sole property of Sapiens or its customer (as the case may be). Company further agrees to take reasonable precautions to prevent any unauthorized disclosure of such Confidential Information Confidential Information does not include information which (i) is known to Company at the time of disclosure as evidenced by written records of Company, (ii) has become publicly known and made generally available through no wrongful act of Company, or (iii) has been rightfully received by Company from a third party who is authorized to make such disclosure, or (iv) is a public record, subject to disclosure as required by law.

(c) Third Party Confidential Information. Company recognizes that Sapiens has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Sapiens's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Company agrees it has strict duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in providing the advisory services to Sapiens consistent with Sapiens's agreement with such third party.

(d) Return of Materials. Upon termination of the Agreement or upon Sapiens' earlier request, Company will deliver to Sapiens all of Sapiens' property and Confidential Information that Company may have in its possession or control.

2. OBLIGATION

(a) Company shall not:

- (1) copy, transcribe, or transmit or permit the copying, transcription, or transmission of Confidential Information of the disclosing party or any portion or version thereof without the prior written consent of Sapiens;
- (2) use the Confidential Information on behalf, or for the benefit, of any third party in any way whatsoever;
- (3) make any alteration to, or modification of, the whole or any part of the Sapiens Software, or permit the Sapiens Software (or any part thereof) to be combined with, or become incorporated in or merged into, any other programs or software not approved by Sapiens in writing; or
- (4) translate, reverse engineer, decompile, recompile, update or modify all or any part of the Sapiens Software.

(b) All title and rights to Confidential Information hereunder are expressly reserved by Sapiens. Company acknowledges that it shall not acquire any rights or title to the Confidential Information by virtue of its use of or access to such Confidential Information hereunder.

3. **CONFLICTING OBLIGATIONS**

Company certifies that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Company from complying with the provisions hereof, and further certifies that Company will not enter into any such conflicting Agreement during the term of this Agreement.

4. **TERM AND TERMINATION**

(a) Term and termination. The term of this Agreement will be for so long as both the TPA Agreement and the License Agreement are in effect. The obligations of confidentiality in this Agreement shall survive termination in perpetuity or for the longest time allowed under applicable law. If Company uses the Confidential Information in any unauthorized way, Sapiens can terminate the Agreement immediately, upon written notice to Company.

(b) Survival. Upon the expiration or termination of this Agreement all rights and duties of the parties toward each other shall cease except: Sections 1 (Confidentiality) and 2 (Obligation) shall survive the termination of this Agreement.

5. **ASSIGNMENT**

Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Company without the express written consent of the Sapiens.

6. **GOVERNING LAW**

This Agreement shall be governed and construed under the laws of the State of Florida, and without giving effect to its provisions regarding conflict of laws. The courts of the State of Florida shall have exclusive jurisdiction over any dispute regarding this Agreement. This Agreement (1) is binding on the parties, their successors and assigns; and (2) will be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law rules. The Parties hereby agree that this provision will not preclude either party from seeking interim equitable relief from any court of any competent jurisdiction.

7. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

8. **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect. If, however, any provision of this Agreement is determined to be invalid or

unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if it does not contain the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In addition, Company hereby agrees to cooperate with Sapiens to replace the invalid or unenforceable provision with a valid and enforceable provision which will achieve the same result (to the maximum legal extent) as the provision determined to be invalid or unenforceable.

9. **INDEMNITY**

Company shall indemnify and hold Sapiens harmless from any losses, liabilities, damages, claims, payments, liens, judgments, demands, costs and expenses (including reasonable attorney's fees) arising out of any breach of this Agreement by Company.

10. **GENERAL**

(a) Written Modification. No provision of this Agreement may be terminated, modified or waived, by course of dealing or otherwise, unless such termination, modification or waiver is set forth in a written agreement referencing this Agreement and is executed by an authorized representative of both parties.

(b) Notices All notices and other communications required or permitted hereabove to be given by a party to this Agreement shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or courier or messenger, addressed to such party's address as set forth above.

(c) Headings Descriptive headings contained in this Agreement have been inserted for convenience purposes only and shall not be construed as part of this Agreement, nor shall it bear any significance on the interpretation of any provision or parties' intentions hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Eric Abend Reason: SAC 2019
Date: 2019.04.22
10:58:55 -04'00'

Office of the General Counsel

FOR SAPIENS:

(Corporate Seal)

SAPIENS AMERICAS CORPORATION

ATTEST:

By Brian L. Mullin

_____, Secretary

Print Name: Brian L. Mullin

-or-
Lois

Title: Corporate Counsel

Witness

MP

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 14th day of April, 2019 by Brian L. Mullin of Sapiens Americas Corporation, on behalf of the corporation/agency.

He/She is personally known to me or produced Driver's license as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 9/12/19

Martha Josette Labbe
Signature - Notary Public

(SEAL)

MARTHA JOSETTE LABBE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114052941
MY COMMISSION EXPIRES 09/12/2019

Martha Josette Labbe
Printed Name of Notary

20114052941
Notary's Commission No.