

SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

This Software License, Services and Maintenance Agreement ("Agreement") by and between **Mentis Technology Solutions, LLC**, located at 8005 S. Chester Street, Suite 400, Centennial, CO 80112 ("Mentis" or "Contractor"), and **Hopkins County**, a political subdivision of the State of Texas, located at 118 Church Street, Sulphur Springs, Texas 75482 ("Customer") is entered into and effective as of January 13, 2017 (the "Effective Date"). The Agreement includes and incorporates by reference the Exhibits attached hereto.

1. Definitions

- 1.1 "Documentation"** means all written material created by Mentis to describe the functionality or assist in use of the Licensed Software, specifically reference, user, installation, systems administrator and technical guides, stored in whatever form, as delivered by Mentis to Customer.
- 1.2 "Go Live Processing"** means the date upon which the Customer staff is using the Licensed Software to process and verify non-test documents.
- 1.3 "Licensed Software"** means the software programs identified on Exhibit A in object code form only including associated data files, data (including image and sound data), design tools, user interfaces, templates, menus, buttons and icons, together with all related Documentation and Updates.
- 1.4 "Services"** mean consulting services provided by Mentis, including Customer-specific development, software installation, software implementation, training, back-file indexing or redaction services or other specific Deliverables, as that term is defined herein, and which are each related to or utilize the Licensed Software.
- 1.5 "User"** is an individual authorized to access the Licensed Software under this Agreement subject to the maximum number set forth in Exhibit A.

2. Software License

- 2.1 License Grant.** Subject to Customer's compliance with the terms and conditions of this Agreement and payment of the required License Fees, Mentis grants Customer a non-transferable, non-exclusive limited license to install and use the Licensed Software only for the purposes specified in Exhibit A. Access to the Licensed Software shall be limited to individuals who are licensed as Users under this Agreement and which are either (a) employees or (b) third parties engaged by Customer who require access to the Licensed Software to perform their tasks and who are under an obligation of confidentiality at least as restrictive as that contained in Section 7.
- 2.2 License Restrictions.** Customer acknowledges that the Licensed Software and its structure, sequence, organization, user interfaces and source code constitute valuable trade secrets and proprietary information of Mentis and/or its suppliers. Accordingly, Customer agrees not to and shall not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) sublicense, distribute or otherwise transfer the Licensed Software to any third party except as otherwise permitted herein; (c) rent, lease, or loan the Licensed Software (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (e) otherwise use or copy the Licensed Software except as expressly allowed under this Agreement. Customer may only make such number of copies of the Licensed Software necessary to exercise its rights under this Agreement, including a reasonable number of copies for backup or archival purposes. All copies must include all patent, copyright, and any other proprietary rights notices appearing on the original copy of the Licensed Software. Any permitted copies shall be stored at Customer's site and/or the sites of its designated service providers only.
- 2.3 Audit of Use.** Mentis, not more frequently than annually and at its own expense, may audit Customer's use of the Licensed Software to verify compliance with this Agreement. Any audit will be conducted in a manner that avoids unreasonable interference with Customer's business operations. If an audit reveals that Customer has underpaid fees to Mentis, Customer shall be invoiced for such underpaid fees at Mentis' then current list prices plus applicable interest.

3. Intellectual Property Ownership

- 3.1 Ownership and Intellectual Property Rights.** Mentis and its suppliers shall retain sole and exclusive ownership of the Licensed Software, including any modifications or alterations thereto, and all intellectual property and/or proprietary rights relating to or embodied therein. Mentis reserves all rights not expressly granted to Customer in Section 2 above and no license or rights are granted by implication, estoppel or otherwise. Further, if Customer suggests any new features, functionality, or performance for the Licensed Software that Mentis subsequently incorporates into the Licensed Software, such new features, functionality, or performance shall be the sole and exclusive property of Mentis and shall be free from any confidentiality restrictions that might otherwise be imposed upon Mentis pursuant to Section 7.

4. Services

- 4.1 Services.** All Services performed by Mentis on or after the date of this Agreement will be provided under the terms of this

Agreement incorporating by reference any further terms contained in a mutually agreed upon Exhibit or statement of work (collectively referred to herein as the "SOW").

4.2 Change Procedures. Customer may modify the scope of the Services or the specifications for any Deliverable at any time in accordance with the terms of this Agreement and the SOW. If such modifications would add to Mentis' obligations under the Agreement, or extend the time needed and/or increase the cost to complete the Services or Deliverables, the parties will mutually sign an amendment to the SOW modifying the scope of the Services or Deliverables accordingly.

4.3 Deliverable(s), Ownership and Customer License. Deliverable(s) mean the following which are required to be delivered to Customer pursuant to an Exhibit or statement of work: (a) software code and related technical information that modify and/or alter the Licensed Software; (b) indexed and/or redacted Customer images, and/or (c) any other data or material as described in the SOW. Mentis retains all right, title and interest in the Deliverables, except that Customer maintains all right, title and interest to Customer-provided data or images (including any indexed and/or redacted images processed by Mentis and included as part of a Deliverable) (hereinafter "Customer Property"). To the extent Customer acquires any rights in a Deliverable exclusive of Customer Property, Customer hereby assigns those rights to Mentis. Notwithstanding the foregoing and provided Mentis has been paid for all amounts owed pursuant to this Agreement for such Deliverable, Mentis grants Customer a nonexclusive limited license to use the Deliverable in conjunction with the Licensed Software.

5. Maintenance

5.1 Maintenance. Mentis will provide Maintenance to Customer for the Licensed Software, subject to payment of the required annual Maintenance Fees. Any such Maintenance will be provided under the terms of this Agreement as further modified by the published Service Level Statement attached as Exhibit B and in effect thereafter at the beginning of each Support and Renewal Period (defined below).

5.2 Support Period; Renewal Period(s). The initial Support Period shall include the time period of the warranty contained in Section 9.1 plus twelve (12) months. Thereafter, Customer agrees that the Support Period shall automatically extend for successive twelve (12) month periods ("Renewal Period(s)"). However, either party may cancel Maintenance for a subsequent Renewal Period by providing written notice no less than thirty (30) days from receipt of invoice for the next Renewal Period.

6. Fees; Payment Terms; Delivery

6.1 Software and Maintenance Fees. In consideration for the license granted under Section 2 above, Customer will pay Mentis the License Fees listed on Exhibit A to this Agreement. Annual Maintenance Fees shall be at the rate specified on Exhibit A of this Agreement. If Customer fails to remit Maintenance Fees for any Renewal Period, Mentis shall have no duty to provide Maintenance under Section 5.

6.2 Services Fees. Customer will: (a) pay Mentis in accordance with and at the rates set forth in the applicable Exhibit or statement of work or, if the rates are not set forth in any such document, at Mentis' standard consulting rates in effect at the time the Services are provided, and (b) reimburse Mentis for all reasonable travel and living expenses incurred in connection with such Services. Mentis reserves the right to withhold performance of any Services under this Agreement and/or change its credit terms in the event of Customer's non-payment of any amounts due and payable to Mentis.

6.3 Invoices; Delivery. The payment terms for the Licensed Software, Services and Maintenance are as specified in Exhibit A or any relevant SOW. Invoices shall be issued for the Licensed Software, Maintenance or Services, and shall be due and payable in US Dollars (USD) within thirty (30) days from the Customer's receipt of invoice unless specified otherwise on Exhibit A. All payments made hereunder are nonrefundable except as specifically provided otherwise in this Agreement. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code. Mentis shall deliver the Licensed Software either via download or on machine-readable media on a FOB Mentis' Colorado Headquarters basis.

6.4 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Mentis of any of their respective legal rights and remedies against each other.

6.5 Taxes. In addition to other amounts payable under this Agreement, Customer shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Customer's use of the Licensed Software or receipt of Services or Maintenance provided by Mentis, other than taxes assessed against Mentis' net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Customer or Customer shall provide valid evidence of exemption from such tax, duty, fee, withholding, or charge. If Mentis is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Mentis from Customer pursuant to this Agreement, Customer shall promptly reimburse Mentis any such amounts.

7. Confidentiality

7.1 Confidential Information. Each party to this Agreement may furnish the other party to this Agreement with certain proprietary or nonpublic information (the "Disclosed Information"). The furnishing party shall be the "Discloser" and the receiving party shall be the "Disclosee".

party shall be the "Recipient." For purposes of this Agreement, "Confidential Information" is defined as:

- (a) Disclosed Information in printed, written, graphic, photographic or other tangible form marked as "Confidential," "Proprietary," "Private," "Restricted," or "Trade Secret" by Discloser;
- (b) Disclosed Information in oral or tangible form, that, due to either the circumstance of disclosure or the nature of the information itself, would put a reasonable recipient on notice as to its potential confidential nature;
- (c) Disclosed Information relating to unreleased products; and
- (d) the Licensed Software.

7.2 Standard of Care. The Recipient will use the same care to avoid disclosure, publication or dissemination of such Confidential Information as it uses with its own similar confidential information which it does not wish to disclose, publish or disseminate, but such standard of care shall, in no event be less than a reasonable standard of care. The Confidential Information, including any trade secret, confidential and/or proprietary information contained within the Confidential Information, is not to be disclosed to any persons other than the employees of the Recipient. However, Confidential Information may be disclosed to counsel, consultants, subcontractors or agents of the Recipient (if any) who have a need to know, have been instructed that it is Confidential Information, and who are under an obligation of nondisclosure requiring at least a reasonable standard of care. All Confidential Information remains the property of the Discloser and, except as otherwise provided in this Agreement, all Confidential Information is provided by the Discloser on an "as is" basis.

7.3 Exceptions. The obligations of Recipient with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when it:

- (a) Is or becomes known to the general public without breach of this Agreement;
- (b) Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or
- (c) Is independently developed by a party without access to or use of the Confidential Information.

7.4 Required Disclosures. Recipient may disclose Confidential Information of Discloser in accordance with judicial action, federal or state public disclosure requirements, particularly the Texas Public Information Act, state or federal regulations, or other governmental order or requirement of law, provided that Recipient either (a) gives the Discloser reasonable notice prior to such disclosure to allow Discloser a reasonable opportunity to seek a protective order or its equivalent, or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. In the event the Discloser elects to obtain a protective order or its equivalent, or legally contest and avoid such disclosure, the Recipient shall fully cooperate with the Discloser.

7.5 Injunctive Relief. The parties stipulate and agree that a breach of the confidentiality obligations by the Recipient shall cause immediate and irreparable monetary damage to the Discloser and shall entitle the Discloser to injunctive relief in addition to all other remedies.

8. Infringement Indemnification; Other Indemnification.

8.1 Mentis will indemnify, defend and hold harmless Customer from any action by a third party against Customer for damages incurred by such third party relating to the Licensed Software alleging infringement of a i) duly issued patent existing or issued prior to the initial delivery date of the applicable Licensed Software, ii) copyright, iii) trademark, or iv) trade secret. Mentis' obligation under the preceding sentence is conditioned on Customer promptly notifying it of any claim, demand, or action for which indemnity is sought, granting to Mentis the sole authority to defend or settle the claim, and cooperating fully, at Mentis' expense, in the defense or settlement of any such claim. Mentis may, at its sole option and expense: (a) obtain for Customer the right to continue using the allegedly infringing Licensed Software; (b) replace or modify the allegedly infringing Licensed Software so that it becomes non-infringing; or (c) terminate the license for the allegedly infringing Licensed Software and upon receipt of such Licensed Software, return a prorated portion of the License Fees paid by Customer for the infringing Licensed Software, prorated over a five (5) year term from the Effective Date of the Agreement. Mentis shall have no obligation to defend or indemnify Customer to the extent the alleged infringement is based on: (i) a modification of the Licensed Software not supplied by Mentis; (ii) use of the Licensed Software other than in accordance with the Documentation or the terms of this Agreement; (iii) the use of a version of the Licensed Software prior to the current version, if the claim for which indemnity is sought could have been avoided by the use of a current version; or (iv) use of the Licensed Software in combination with any other hardware, software or material where, absent such combination, the Licensed Software would not be infringing. This section is Customer's sole and exclusive remedy in relation to any actual or alleged infringement of the Licensed Software.

8.2 Mentis shall indemnify, defend, and hold harmless Customer and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to third party claims for personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Mentis, its agents, employees, partners, or subcontractors; provided, however, that Mentis shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Customer. Mentis' obligation under the preceding sentence is conditioned on Customer promptly notifying it of any claim, demand, or action for which indemnity is sought, granting to Mentis the sole authority to defend or settle the claim, and cooperating fully, at Mentis' expense, in the defense or settlement of any such claim.

9. Limited Warranties

9.1 Software Warranty. Mentis warrants that, when installed and used in accordance with the Documentation, the Licensed Software will operate in all material respects in conformance with the Documentation applicable thereto for a period of ninety (90) days from Go Live Processing. However, Mentis does not warrant that the Licensed Software is free from all defects, bugs, errors, or omissions. Customer shall notify Mentis promptly of any claim under this warranty, such notice providing sufficient information and time to allow Mentis to diagnose the problem. Mentis will use due diligence to correct any material nonconformance or, if Mentis is unable to correct the nonconformance within a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate this Agreement by written notice in accordance with the termination provisions and receive a refund of all License Fees paid to it for the Licensed Software.

9.2 Maintenance and Services Warranties. Mentis warrants that any Maintenance or Services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with applicable industry standards. For any breach of the foregoing warranty, Customer's sole remedy and Mentis' sole obligation is, at Mentis' sole option, to: (a) re-perform the Maintenance or Services that were not as warranted at no additional charge to Customer, or (b) refund the amounts paid by Customer for the Maintenance or Services that were not as warranted, provided Mentis has received written notice from Customer within thirty (30) calendar days after completion of any Maintenance or Services that Customer alleges were not performed consistent with the warranties above.

9.3 Customer's Duties. Customer is exclusively responsible for (a) selection of the Licensed Software to achieve its intended results; (b) installation of the Licensed Software on a computer system meeting or exceeding the minimum hardware configuration as provided by Mentis; and (c) the selection and use of, and the results obtained from, any other computer software, machines, other equipment or services used with the Licensed Software. Customer is exclusively responsible for supervising, managing and controlling its use of the Licensed Software, including but not limited to, establishing operating procedures, and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer agrees at all times to provide Mentis access to (or procure such rights of access on Mentis' behalf) any software and database necessary to develop and maintain any integration provided as a part of the Licensed Software or Services provided hereunder.

9.4 DISCLAIMERS. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MENTIS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL MENTIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA.

10. Limitations on Liability

EXCEPT FOR (A) THE INTELLECTUAL PROPERTY INDEMNITY UNDER SECTION 8 OR (B) A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 7, MENTIS' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID BY CUSTOMER TO MENTIS FOR THE RELEVANT LICENSED SOFTWARE, MAINTENANCE OR SERVICES GIVING RISE TO THE LIABILITY. EXCEPT FOR ANY BREACH OF MENTIS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF EITHER PARTY'S ACT OR FAILURE TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. The allocations of liability in this Section 10 represent the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

11. Termination.

11.1 Term; Termination for Convenience. This Agreement shall commence on the Effective Date and shall continue until terminated as permitted below. Customer may terminate this Agreement, for any reason or no reason at all, by providing Mentis with ninety (90) days written notice.

11.2 Termination for Cause. If Customer violates this Agreement, Mentis, in addition to any other rights available to it in law or equity, may give written notice of its desire to terminate and the specific grounds for termination to Customer. Following the giving of such notice, this Agreement will then terminate if the Customer fails to cure the breach within thirty (30) days of the notice. If Customer's violation constitutes a default incapable of cure, this Agreement will terminate immediately upon notice from Mentis.

11.3 Termination for Insolvency. Either party may terminate this Agreement effective immediately by giving written notice to the other party if the other party becomes insolvent, admits a general inability to pay its debts as they come due, or makes an

assignment for the benefit of creditors or a petition under any bankruptcy act is filed by the other party or such a petition is filed by any third party or an application for a receiver of the other party is made by anyone and such petition or application is not dismissed within sixty (60) days.

11.4. Actions Upon Termination. Upon any termination of this Agreement, Customer shall provide Mentis with all outstanding payments due and, within ten (10) days of the termination, uninstall the Licensed Software and return same as well as any Confidential Information to Mentis or destroy the Licensed Software and any Confidential Information and provide written certification of such destruction to Mentis (except that each party may retain for its records copies of the other party's Confidential Information which have been periodically backed-up in accordance with such party's normal archive and/or back-up procedures, so long as it does not thereafter access such Confidential Information other than as may be necessary to document its performance hereunder or in connection with litigation between the parties). This Section and Sections 7, 8, 9.3, 10, 12 and 13 of this Agreement shall survive any termination.

11.5 Termination for Non-appropriation of Funds. In the event that Customer is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Customer's financial obligations hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to Customer, Customer may terminate this Agreement upon notice to Mentis, without further financial obligation or liability to Mentis other than to pay for Licensed Software, Services or Maintenance previously performed for and invoiced to Customer.

12. Governing Law; Dispute Resolution.

This Agreement shall be governed for all purposes by and construed in accordance with the laws of the State of Texas, United States of America, without regard to the conflicts of laws principles thereof. Any action or proceeding arising from or relating to this Agreement must be submitted to a panel of three (3) arbitrators appointed and operating under the Federal Arbitration Act and the Commercial Rules of Arbitration of the American Arbitration Association. The parties shall each select one arbitrator and those two arbitrators shall select the third arbitrator. The location of the arbitration shall be selected by the non-initiating party. The written decision of the arbitrators shall be final, binding, and convertible to a Court judgment in any appropriate jurisdiction. The arbitration hearing and its results shall be treated as confidential. Nothing in this Section shall be construed to reduce either party's right to seek injunctive relief.

13. General.

13.1 Force Majeure. Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by material break-downs of security or introduction of computer viruses (and the like) by third parties, strikes, wars, riots, epidemics, natural disasters, acts of the public enemy, government actions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause, and continue its performance under this Agreement whenever the cause is removed.

13.2 Assignment Neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at assignment shall be void. Notwithstanding the immediately preceding sentence, a party may transfer or assign this Agreement to an entity that is under common control and ownership by, of or with such party or, in the event of a sale of all or substantially all of the assets or equity of such party, each without the consent of the other party. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.

13.3 Export Compliance. Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations.

13.4 Use of Purchase Orders. Any purchase order or other instrument of Customer provided prior to the acceptance of this Agreement or accompanying a Customer payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement, and any additional or varying terms contained in such instrument are expressly rejected.

13.5 Independent Contractor. Customer acknowledges that it is an independent contractor under this Agreement and has complete responsibility and discretion in the conduct of its business. Customer acknowledges and agrees that, except as expressly permitted under this Agreement, it has no power or authority to act as Mentis' representative or agent, to bind or commit Mentis in any way or to transact business in the name of Mentis. Nothing in this Agreement by itself shall be construed as creating a partner, joint venture or agency relationship between Mentis and Customer.

13.6 Notices. All notices, requests, claims, and other communications hereunder shall be in writing and shall be delivered by hand, international courier, or confirmed facsimile, addressed as set forth on page one of this Agreement, "Attention: Legal Department", and shall be deemed to have been duly given (i) in the case of a facsimile transmission, when received by recipient in legible form and sender has received an electronic confirmation of receipt of the transmission, provided that a copy of the

communication is also sent by overnight courier; (ii) in the case of delivery by an overnight carrier, upon the date of delivery indicated in the records of such carrier; and (iii) in the case of delivery by hand, when delivered by hand.

13.7 US Government Rights. The Licensed Software and Documentation are provided to Customer as a commercial item strictly under the terms and conditions of this Agreement and include only those rights customarily available to the public. The Customer is not authorized to permit disclosure by any agency or other part of the U.S. Federal Government that exceeds in any way the use and disclosure rights conveyed to Customer in this Agreement.

13.8 Press Releases. Neither party may issue any press release in connection with this Agreement without obtaining the prior written consent of the other party. However, Mentis shall have the right to identify Customer as a customer of Mentis for marketing purposes.

13.9 Waiver and Amendment. This Agreement may be amended only by an agreement in writing executed by the parties. No party to this Agreement shall be deemed to have waived any rights under, or as the result of any default under or breach of, this Agreement unless the waiver is set forth in writing and signed by the party. Any waiver of any default or breach of this Agreement shall not be construed to constitute a waiver of any other default or breach whether similar or not.

13.10 General. This Agreement, including the Exhibits which are incorporated by reference, contain the entire agreement of the parties and supersede any and all prior representations or agreements, whether oral or written, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and any Exhibit, such Exhibit will prevail. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part of, or affect the construction or interpretation of, the provisions of this Agreement. If any term, clause or provision of this Agreement is at any time judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be considered to have been deleted from this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

Mentis Technology Solutions, LLC
By: Leo L. Casio
Authorized Signature

Customer
By: Robert Newson
Authorized Signature

Name: LEO LACASIO

Name: Robert Newson

Position: PRESIDENT

Position: County Judge

Date: 1/25/17

Date: 1-23-17

EXHIBIT A
Licensed Software, License Fees, Maintenance Fees and Services

A. Licensed Software:

aiSmartBench is comprised of the following applications:

- **aiCONTROL**, the collection of back-office applications and web services responsible for communicating with the Case Management System, Document Management System and other data sources, and for bulk pre-processing to enable real-time and integrated access to the information.
- **aiMANAGE**, the application responsible for system, environment and user configuration
- **aiSMARTBENCH**, a web-based application, suitable for use by judges, courtroom clerks, and other judicial personnel in the courtroom, in chambers, or away from the courthouse, to view and research aggregated data about cases, parties, calendars and documents, and to electronically generate, sign, file and distribute orders.
- **aiCOREWEB**, the application responsible managing aiSmartBench secure communications and client upgrades.
- Integration to existing CMS/DMS – NetData

B. Field of Use

Customer is limited to use of the Licensed Software only for documents filed with the Courts in Hopkins County, Texas ("Court Documents") and further limited to the User Types specified below.

C. aiSmartBench License Fees:

The License Fees below allow the specified User Types to use aiSmartBench solely to process the Court Documents specified in B above. The license will allow Customer to process existing and new court case data and documents. The License Fees include the maximum of Users as specified below (either locally or remotely attached). Additional License Fees will apply for additional Users, additional User Types (including but not limited to State's Attorneys, Public Defenders and other categories not expressly included below) or if the Licensed Software is used to process Court Documents other than those specified in B above.

Licensed Software:	Maximum Number of Users:	List Price Per User:	License Fees:
aiSmartBench User Types:			
Judges	3	\$7,650	\$22,950
Non-judges	3	\$1,950	\$5,850
Read-only Integration of aiSmartBench with existing NetData CMS/DMS	N/A		\$8,000
Discount			(\$2,880)
Total Software License Fees			\$33,920

License Fees are due from Customer in accordance with the payment terms in Section F of this Exhibit.

D. Maintenance Fees:

Licensed Software:	Basis:	Annual Maintenance Fees:
aiSmartBench	20% of Software License Fees	\$5,184
CMS/DMS Read-Only Integration	20% of Software License Fees	\$1,600

	Total Maintenance Fees:	\$6,784
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Maintenance Fees are due from Customer in accordance with the payment terms in Section F of this Exhibit. After the second year of Maintenance, Mentis reserves the right to increase Software Maintenance Fees on an annual basis upon thirty (30) days written notice to Customer.

E. Services:

Estimated Judicial Data Warehouse and Implementation Services: [*]		Services Fees:
Judicial Data Warehouse:		
Creation of Judicial Data Warehouse:	\$8,800	
		\$8,800
Implementation and Training:		
Fees include software installation, integration testing, a standard set of 15 templates, on-site pilot/go-live support, & project management.	\$20,800	
On-Site Training, which includes basic navigation and system administration training and training for users.	3,200	
Implementation and training:		\$24,000
Estimated Travel Expenses		\$3,904
Total Services:		\$36,704
[*] Project Scope, Phases, Training, and Deliverables to be more fully described in a Statement of Work to be agreed to by the parties and incorporated by reference herein.		
Total License Fees and Services:		\$70,624

F. Payment Terms

Payment Terms for Project Costs (License Fees and Services):

\$ 7,062	10% due upon execution of this Agreement
\$31,781	45% due on October 1, 2017
<u>\$31,781</u>	<u>45% due on October 1, 2018</u>
\$70,624	Total License Fees and Services/Training Fees

Payment Terms for Maintenance:

The initial Software Maintenance Fee is due ninety (90) days from Go Live Processing. Thereafter, Renewal Periods are invoiced in advance on the Software Maintenance Anniversary Date and are due on that date.

"Software Maintenance Anniversary Date" is ninety (90) days after Go Live Processing and, for each successive Renewal Periods, twelve months thereafter.

EXHIBIT B

MAINTENANCE SERVICE LEVEL STATEMENT aiSMARTBENCH

This Maintenance Service Level Statement defines the services provided by Mentis under the Maintenance provisions of the Software License, Services and Maintenance Agreement ("Agreement"). They are supplemental to, and are incorporated by reference, into the Agreement. All terms defined in the Agreement shall have the same meaning when used in this document. A Customer is entitled to receive the Maintenance described below so long as it is in compliance with the terms of the Maintenance provisions of the Agreement. The terms of this Service Level Statement are subject to change on an annual basis.

- 1.0 Maintenance. Mentis will provide to Customers the following services ("Maintenance"):
- 1.1 Error Correction. Maintenance includes the correction of material defects, malfunctions or failures that result in the Supported Software failing to perform substantially according to the Documentation provided by Mentis when used properly under normal use and conditions. Customer shall fully inform Mentis immediately of any apparent defects, malfunctions or failures. Upon receipt of such notice from Customer, will assign the issue to a qualified support analyst who will respond within one (1) business day to the CCP (as defined below). Mentis will make a good faith effort to provide the fix, replacement or workaround as soon as reasonably possible, taking into consideration the severity of the malfunction. Customer shall provide Mentis with the information specified in Section 2.12 below and any other data, including databases and backup systems, that Mentis reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.
 - 1.2 Maintenance Updates. Maintenance includes any Updates to the Supported Software developed by Mentis and provided to Customer by Mentis. Updates consist of any enhancements, corrections, modifications and additions to the Supported Software. Maintenance Updates will be deployed on an "as-required" basis as determined by Mentis in its sole discretion. Mentis may include, at its sole discretion, in its Updates, software modifications and enhancements which enhance the functionality of the Supported Software. Use of Updates with or in place of the Supported Software will be fully governed by and subject to the terms of the Agreement.
 - 1.3 Supported Software. Mentis will support the current release and one prior release of Software. A release may include product enhancements as well as defect resolutions. A release will be signified by a change in the number designation in the product name (example: Version 9).
 - 1.4 Exclusions. Maintenance does not include correction or repair of defects, errors or malfunctions, including any related to data functionality, in the design, manufacture, materials or workmanship of either (i) non-Mentis software, or (ii) hardware. Maintenance also does not include the correction or repair of defects, errors, or malfunctions which are not attributable to the relevant Supported Software or which are caused by any of the following: (i) de-installation, reinstallation or relocation of any item of hardware by Customer or any third party; (ii) Customer's failure to follow operational or maintenance instructions as set forth in applicable Documentation; (iii) the use of non-compatible media or supplies; (iv) repair, maintenance, modification or alteration of the Supported Software by Customer or any third party; (v) use of hardware or software not supplied or authorized by Mentis; (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (vii) failure to maintain proper site specifications and environmental conditions; (viii) negligence, accidents, neglect, misuse or tampering; (ix) improper or abnormal use or use under abnormal conditions; or (x) use in any manner not authorized by the Agreement or use inconsistent with the Documentation.
 - 1.5 Additional Services on Time and Materials Basis. If Mentis, in its sole discretion, provides maintenance and support or other services requested by Customer that are not covered by this Statement, Customer shall pay Mentis for all such maintenance, support and services on a time and materials basis, plus expenses, at Mentis' then prevailing rates, unless otherwise agreed in writing by Mentis and Customer.
- 2.0 Delivery of Maintenance Services.
- 2.1 If Customer identifies an issue with the Mentis Supported Software, the following steps should be taken to communicate said condition to Mentis:
 - 2.1.1 Issue Identification:
 - When a designed feature or procedure is not generating the anticipated results in accordance with the Documentation; or
 - When error logs are present or the Mentis software window errors occur.
 - 2.1.2 Issue Information Gathering:

Customer should capture as much detail as possible about the state of the environment, including:

 - Document(s) Global Identification numbers associated with issue (if any)
 - Document type(s) of documents affected (if any)
 - Any error log information associated with issue (if any)
 - Description of results versus what was expected
 - General verbiage to describe condition, task(s), and state of environment

2.1.3 Issue Notification:

Customer should use one of the Customer Support Lines ("CSL") or the email address below to report an issue it is experiencing with the Supported Software to Mentis:

Telephone (main): (303) 756-4564

Telephone (toll free): (866) 244-6339

Fax: (303) 799-4520

Email: helpdesk@MentisTechnology.com

2.2 Hours of Operation. Normal operating hours for the CSL are 6:00 AM to 6:00 PM Mountain Time, Monday through Friday, except for Mentis company holidays. Outside of normal operating hours or if all CSL consultants are busy, the CSL will prompt callers to leave a voice mail message describing the service request. A CSL consultant will then contact the Customer within one (1) business day.

2.3 Customer Service Requests. When a Maintenance request is initiated, a CSL consultant will generate a Customer Service Request ("CSR") to document the support request communicated by the Customer.

2.4 CSR Response. Upon receipt of a CSR, the CSL will review the information and assign a severity for urgency of response to the CSR. The CSL will make a good faith effort to communicate to the Customer a Response to the CSR in a timely manner based upon the severity of the problem. "Response" is defined as a communication with the Customer via telephone or voicemail of the status of the problem analysis and potential remedies or workarounds. Mentis will be responsible for determining the severity level of the CSR and the appropriate resolution.

2.5 Diagnostics. Customer shall provide Mentis and/or its agents access to all Customer's facilities, hardware, personnel and data, physically at the hardware site, and, if requested by Mentis, through a customer approved remote access, to permit Mentis to perform Maintenance.

2.6 On-Site Support. If the CSL is unable to reproduce operating conditions similar to those present when the error occurred, it may elect to go on site to try to resolve the problem. On-site CSR resolution is an additional service subject to the terms of Section 1.5.

2.7 Level of Severity of CSR:

"Severity 1" is a defect or error which renders the Supported Software inoperative or causes the Supported Software to fail catastrophically or causes the major critical functionality to not operate.

"Severity 2" is a defect or error which substantially degrades the performance of the Supported Software or materially restricts the Customer's use of the Supported Software.

"Severity 3" is a defect or error which causes only a minor impact or restriction in the Customer's use of the Supported Software.

"Severity 4" is a defect or error which is cosmetic in nature.

2.8 Escalation Process

If a reported issue has been sent to Mentis, but needs to be escalated in priority, Customer may follow up with Mentis using the contact information noted in 2.1.3 above.

3.0 Customer Responsibilities.

3.1 System Operation. Customer retains responsibility for the day-to-day management of the Supported Software, including an appropriate backup system.

3.2 Specific Responsibilities. Customer is responsible for the following items:

3.2.1 Customer Contact Point ("CCP"). Customer will designate, in writing, a primary and at least one alternate CCP who will serve as the primary interface between Mentis' support team and Customer. The responsibilities of the CCP include the following:

3.2.1.1 Provide Customer contact information and inform Mentis of any changes before they occur.

3.2.1.2 Insure basic troubleshooting and a complete analysis of system problems using internal Customer resources prior to referring a problem to Mentis.

3.2.1.3 Contact the CSL and provide the CSL consultant with all information and data needed for the CSL consultant to fill out a CSR.

3.2.1.4 Coordinate Customer activities necessary to assist the CSL in resolving the problem.

3.2.1.5 Serve as a liaison and primary point of Customer contact for the CSL.

3.3 System accesses and Security.

3.3.1 Customer will insure that appropriate primary and alternate means are available for Mentis support personnel to gain remote access to Customer's system (when appropriately coordinated with Customer).

3.3.2 Customer will maintain system passwords and will maintain a record of all Customer systems running any portion of the Supported Software. Customer will provide this information to Mentis upon request and will advise Mentis of any changes in this information.

[END OF SERVICE LEVEL STATEMENT]

**aiSmartBench
Pricing Proposal**

for



Hopkins County

**Honorable Robert Newman
Hopkins County Judge
PO Box 288
Sulphur Springs, TX 75483**



Mentis Technology
SOLUTIONS, LLC

Corporate Headquarters
Prepared by Joel Green
8005 S. Chester St, Suite #400
Centennial, Colorado 80112
512-963-6904

Mentis aiSmartBench Pricing Proposal

January 10, 2017

Honorable Robert Newsom
Hopkins County Courthouse
PO Box 288
Sulphur Springs, TX 75483

Dear Judge Robert Newsom,

Thank you for providing Mentis Technology Solutions the opportunity to deliver this pricing proposal for aiSMARTBENCH™ designed by judges for judges for your in-court solution. As you have seen in the demonstrations recently, aiSMARTBENCH allows judges, magistrates, case managers, clerks and judicial assistants to securely perform high-speed, full-text searches within a particular document or across all documents for a particular case, all while in the courtroom, in chambers, at home, or on the road. Because no judge runs his or her courtroom like any other judge, aiSMARTBENCH gives the judges the ability to customize their own workspace based on their individual preferences.

For the past 15 years, Mentis has been the redaction and indexing engine inside solutions sold by other software companies. This experience has uniquely positioned Mentis to deliver full-text search access to all case documents in a matter of milliseconds and provide its adaptive technology so jurisdictions can efficiently tailor the system to how the judge, the clerk, and the judicial assistant want to work rather than imposing a system that forces them to change their work processes.

Unlike similar products, aiSMARTBENCH was inspired by judges and designed for judges.

We are grateful to have the opportunity to offer our solution to Hopkins County, and I am confident aiSMARTBENCH will streamline the total court process for years to come.

We look forward to exceeding your expectations and invite you to contact us. As the Director of Texas Court Solutions, I will be your contact for this proposal. I can be reached at joelgreen@mentistechnology.com cell 512-963-6904.

Best Regards,

Joel Green
Director of Texas Court Solutions, Mentis Technology Solutions

January 10, 2017
Hopkins County, TX

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Mentis Technology Solutions

aiSmartBench Licensing, Implementation and Maintenance Costs

Description	Total Amt
Software License	
*2 District Judges and 1 County Court at-Law judge at \$7,650 list price per judge	\$22,950
10% Discount	(\$2,295)
SubTotal	\$20,655
3 non-judge licenses at \$1,950	\$5,850
10% Discount	(\$585)
SubTotal	<u>\$5,265</u>
Total Software Fees after Discount	\$25,920
Notes:	
•	
Integration Validation for CMS /DMS	
Integration of aiSMARTBENCH with Hopkins County's existing CMS/DMS (NetData)	\$8,000
Total Integration Validation Costs	\$8,000
Build the Judicial Data Warehouse	
Creation of the judicial data warehouse	\$8,800
Implementation/Training Fees	
Implementation Fees include: Software installation, system configuration, integration testing, standard set of 15 templates, on-site pilot/go live support and project management.	\$20,800
On-Site Training Fees Include:	
• Basic Navigation and System Administration Training	
• Training for Judges and non-Judge Users	
Total	<u>\$3,200</u>
Total	\$24,000
Optional Training/Services Fees	
Advanced Training Class (Templates, Glances, etc.)—Remote = \$2,400	
Additional Post Live On-Site Support (per day) – OnSite = \$1,600	
Travel Expenses Fixed Price	
Hotel, meals and transportation costs incurred while onsite	\$3,904
Estimated Project Total	
Estimated Project Total	\$70,624
*Support and Maintenance	
- aiSmartBench	\$5,184
- aiSmartBench CMS/DMS Integration (\$1,600 per host county)	\$1,600
* Initial year due 90 days from Go-Live Processing.	

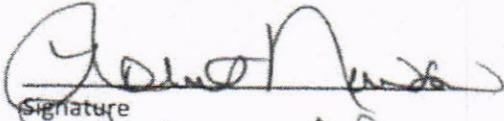
January 10, 2017
Hopkins County, TX

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Mentis Technology Solutions

If Hopkins County signs the aiSmartBench Software License Service and Maintenance Agreement before January 30, 2017, Mentis agrees to the payment terms in the Agreement as follows: A down payment of \$7,062 ($\$70,624 \times 10\%$) will be due upon contract execution. The remaining contract balance of \$63,562 will be due in two payments of \$31,781 ($\$63,562 \times 50\%$). One payment will be due October 1, 2017 and the final payment of \$31,781 will be due October 1, 2018.

This Proposal is accepted by the duly authorized representatives of the Parties as of the date set forth below.

Hopkins County Judge

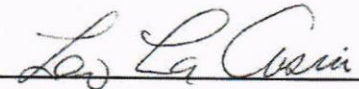

Signature

Robert Newsum
Name

County Judge
Title

1-23-17
Date Signed

Mentis Technology Solutions


Signature

LEO LA CASCIA
Name

PRESIDENT
Title

1-26-17
Date Signed

January 10, 2017
Hopkins County, TX

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