

**APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2506
SOFTWARE LICENSE AGREEMENT**

This Appendix D to DIR Contract No. DIR-SDD-2506 is entered into as of the effective date of DIR Contract No. DIR-SDD-2506 ("Effective Date") This Software License Agreement ("Appendix" or "Agreement") is entered into by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 5399 Lauby Road, Suite 200, North Canton, OH 44720 ("CJS"), and CUSTOMER and describes the terms and conditions pursuant to which CJS shall license to CUSTOMER certain CJS Software (as defined below).

ARTICLE I - DEFINITIONS

- A. "Confidential Information" means this Agreement and all its schedules, any amendment hereto signed by both parties, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the CJS Software, source code relating to the CJS Software, and any other proprietary information supplied to CUSTOMER by CJS, including all items defined as "confidential information" in any other agreement between CUSTOMER and CJS whether executed prior to or after the date of this Agreement.
- B. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the Use of the CJS Software that is provided by CJS.
- C. "CJS Software" means the computer software programs specified in Schedule 1 of this Appendix D to DIR Contract No. DIR-SDD-2506 and licensed by CJS hereunder.
- D. "Site" means the physical location of one or more CPUs at which CUSTOMER is entitled to Use the CJS Software.
- E. "Software" means CJS Software provided by CJS.
- F. "Software Maintenance", if purchased by CUSTOMER, means the services described in the Software Maintenance Agreement, Appendix E of DIR Contract No. DIR-SDD-2506.
- G. "Update" means error corrections or fixes to the version of the CJS Software specified in Schedule 1 of this Appendix D to DIR Contract No. DIR-SDD-2506.
- H. "Use" means utilization of the Software by CUSTOMER for its own internal information processing services and computing needs.

ARTICLE II - GRANT OF LICENSE

- A. Upon receipt by CJS of the License Fee agreed to by the parties and subject to the terms and conditions of DIR Contract No. DIR-SDD-2506 and this Agreement, CJS hereby grants to CUSTOMER a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Schedule 1. ("Users") to: (1) Use the CJS Software on the CUSTOMER's database servers and application servers designated in Article XI (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the CJS Software. To the extent allowable under required retention laws and policies, the CUSTOMER may copy, in whole or in part, any printed material relative to the CJS Software that may be provided by CJS under this Agreement solely for its internal purposes in connection with its use of the CJS Software. Additional copies provided by CJS will be billed to CUSTOMER at CJS' standard rates. CUSTOMER may replace any component of the Enterprise by giving CJS prior written notice of the new servers. Except as provided above, use of CJS Software in excess of limits defined in Schedule 1 and in Appendix C, Pricing Index to DIR Contract No.

DIR-SDD-2506 or other than on the Enterprise requires additional fees. CUSTOMER'S license is to use the CJS Software in its own business; CUSTOMER has no right to use the CJS Software in processing work for third parties.

- B. The CUSTOMER agrees to keep the original and any copies of that CJS Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the CJS Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all CJS Software will be deleted from the backup servers and returned to the Enterprise
- C. CJS shall issue to CUSTOMER, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the CJS Software set forth in Schedule 1, for use at the Sites only, along with the accompanying Documentation.
- D. CUSTOMER shall have the right to use only one copy or image of the CJS Software for production purposes to manage up to the number of Users identified in the Product Schedule (Schedule 1) and shall not copy or use the CJS Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the CJS Software and/or training on the CJS Software, provided such copies shall not be used in a live production environment. To the extent allowable under required retention laws and policies, CUSTOMER may not otherwise copy the CJS Software, except as permitted by this Agreement. All copies of the CJS Software will be subject to all terms and conditions of DIR Contract No. DIR-SDD-2506 and this Agreement. Whenever CUSTOMER is permitted to copy or reproduce all or any part of the CJS Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- E. CUSTOMER may increase the number of authorized Users by modification of Schedule 1 and paying in full the applicable fees in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2506. Upon signing the modification and paying in full the applicable fees, CJS shall have the right to monitor the revised number of Users as set forth in that modification.
- F. All of CUSTOMER's records with regard to the Software Use shall be made available to CJS at all reasonable times at CJS' request, and CUSTOMER shall certify to the truth and accuracy thereof.
- G. CJS License Agreement does not include any Third Party Software and no third party Software will be provided to CUSTOMER pursuant to this Agreement.

ARTICLE III – ADDITIONAL SOFTWARE

In the event the CUSTOMER decides to acquire CJS Software in addition to that indicated in Schedule 1 as of the Effective Date (the "Additional Software"), the parties shall modify Schedule 1 to include the Additional Software. The terms and conditions of DIR Contract No. DIR-SDD-2506 and this Software License Agreement shall apply to the Additional Software upon execution of such modification of Schedule 1.

ARTICLE IV - LICENSE RESTRICTIONS

CUSTOMER agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- A. Sell, lease, license or sublicense the CJS Software or the Documentation, except as authorized by CJS;
- B. Decompile, disassemble, or reverse engineer the CJS Software, in whole or in part;
- C. Allow access to the CJS Software by any User other than CUSTOMER's employees for CUSTOMER's internal purposes, except as authorized by CJS;
- D. Write or develop any derivative software of any other software program based upon the CJS Software or any Confidential Information;
- E. Use the CJS Software to provide processing services to third parties, or otherwise use the CJS Software on a 'service bureau' basis;
- F. Provide, disclose, divulge or make available to, or permit use of the CJS Software by any third party without CJS's prior written consent; or
- G. Modify the CJS Software.

ARTICLE V - FEES AND PAYMENTS

In consideration of the license granted pursuant to Article II, CUSTOMER agrees to pay CJS the fees specified in Schedule 1 and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2506. All license fees will be paid in accordance with Appendix A, Section 7.C of DIR-SDD-2506.

ARTICLE VI - NON-DISCLOSURE

- A. To the extent allowable under the Texas Public Information Act, CUSTOMER acknowledges that the Confidential Information constitutes valuable trade secrets and CUSTOMER agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without CJS's prior written consent. CUSTOMER agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, CUSTOMER bears no responsibility for safeguarding information that is publicly available, already in CUSTOMER's possession and not subject to a confidentiality obligation, obtained by CUSTOMER from third parties without restrictions on disclosure, independently developed by CUSTOMER without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity or process.
- B. CJS acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that CUSTOMER deems proprietary and confidential. CJS agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without CUSTOMER's prior written consent. However, CJS bears no responsibility for safeguarding information that is publicly available, already in CJS's possession and not subject to a confidentiality obligation, obtained by CJS from third parties without restrictions on disclosure, independently developed by CJS without reference to such information, or required to be disclosed by order of a court or other governmental entity.

ARTICLE VII – LIMITED WARRANTY AND LIMITATION OF LIABILITY

- A. Limited Warranty. At delivery and for 365 calendar days after delivery, CJS warrants to CUSTOMER that the CJS Software will operate according to the specifications set forth in

the Documentation. If it is determined by CUSTOMER that the CJS Software does not operate according to such specifications, CJS will correct misstatements and omissions in the User's Guide and code documentation so CJS Software will conform to such specifications. Licensee shall report all errors or other defects in the CJS Software to CJS immediately upon their discovery. CJS does not warrant Third Party Software and does not provide any third party software.

- B. **NO OTHER WARRANTIES.** CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.
- C. **LIMITATION ON LIABILITY.** Limitation of Liability will be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2506.

ARTICLE VIII – INDEMNIFICATION FOR INFRINGEMENT

All acts, omissions or infringements shall be handled in accordance with Appendix A, Section 9.A of DIR Contract No. DIR-SDD-2506.

ARTICLE IX – TERMINATION

Terminations will be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2506.

ARTICLE X - ASSIGNMENT

Assignment shall be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2506.

ARTICLE XI – CUSTOMER'S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

<u>Server(s)</u>	<u>Location(s)</u>
Application Server(s): Unlimited	No restrictions
Database Server(s): Unlimited	No restrictions

ARTICLE XII - ENTIRE AGREEMENT

DIR Contract No. DIR-SDD-2506 and this Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. DIR Contract No. DIR-SDD-2506 and this Agreement set forth the sole and entire understanding between CJS and Customer with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on CJS or Customer unless agreed to in writing by both parties.

ARTICLE XIII – SCHEDULE(S)

The following Schedule(s) are hereby incorporated into the Agreement:

Schedule 1 (Software License(s) and Fee(s)).

ARTICLE XIV – GENERAL TERMS

All provisions of this Agreement, which by their nature should survive termination of this Agreement will be handled in accordance with Appendix A, Section 4.E of DIR Contract No. DIR-SDD-2506.

- A. CUSTOMER may not export or re-export the Software without the prior written consent of CJS and without the appropriate United States and foreign government licenses.
- B. Any waiver of the provisions of this Agreement or of a party's rights or remedies must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- C. Contract Enforcement shall be in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2506.
- D. This Agreement shall be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- E. Any dispute shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2506.
- F. Force Majure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2506.
- G. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- H. In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2506, the Terms of DIR Contract No. DIR-SDD-2506 shall take precedence.

**SCHEDULE 1
APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2506
SOFTWARE LICENSE(S) AND FEE(S)**

Description

Price

Users