

6

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (this "Agreement") is by and between Indigent Healthcare Solutions with offices at 2040 N. Loop 336 W. Suite 304, Conroe, Texas (the "Company"), and Navarro County, Texas, with offices at Navarro County Courthouse, 300 W. 3rd Ave., Suite 102 Corsicana, Texas, 75110 ("Licensee"). The Parties enter into this Agreement for designated Licensee's Departments' access to and use of the Company software-as-a-service ("SAAS") offerings described herein for a designated data processing system of the Licensee by specified Users, and for designated Services (defined below) to be provided by the Company, according to the terms and conditions specified in this Agreement. This Agreement has an effective date of July 1, 2024.

1.0 DEFINITIONS

- 1.01 "**Concurrent User**" means a User who is accessing and using a particular Department Service at the same time as one or more other Users authorized to access and use an authorized Department Service. "**Concurrent User Number**" means the maximum number of Users authorized to access and use a particular Department Service at any given time. The authorized Concurrent User Number for each Department Service is stated in **Exhibit 1**.
- 1.02 "**Department**" means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division or physical office of the Licensee; or an appointed or independently elected official ("**Government Official**"), or a distinct department, division or physical office operating under that Government Official and subject to that Government Official's supervision or authority.
- 1.03 "**Department Services**" means the specific Service(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Service, as specified in **Exhibit 1**.
- 1.04 "**Documentation**" means any manuals, instructions, or other documents or materials that the Company provides or makes available to Licensee in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.05 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 1.06 “**Licensee**” means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** that are authorized by this Agreement to use the Services.
- 1.07 “**Licensee Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Licensee by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.
- 1.08 “**Provider Materials**” means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by the Company in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include any information, data, or other content derived from Provider's monitoring of Licensee's access to or use of the Services, but do not include Licensee Data.
- 1.09 “**Provider Systems**” means the information technology infrastructure used by or on behalf of the Company in performing the Services, including all facilities, computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by the Company or through the use of third-party services.
- 1.10 “**Public Records Law**” means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, chapter 552 of the Texas Government Code.
- 1.11 “**Services**” means: (a) the SAAS offerings identified in **Exhibit 1** to this Agreement; (b) remote (cloud-based) hosting; (c) data backup, if any; (d) Special Services, if any; (e) maintenance, support, training; and orientation; (f) any other services provided by the Company under this Agreement; and (g) any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.12 “**Special Services**” is defined in Section 11.10.
- 1.13 “**User**” means a particular individual person that is authorized to use or access a particular Department Service under this Agreement. “**User Number**” shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Service, not to exceed the permitted number of Concurrent Users authorized. Licensee shall provide a list of all authorized Users to the Company, updated from time to time as necessary to keep the Company advised of all authorized Users. The identification of all authorized Users shall be in a form and format

acceptable to the Company. Licensee has a continuing duty to update the Company regarding any changes to its authorized Users including, but not limited to the resignation, death, or termination of employment or services of any User.

2.0 LICENSE

2.01 Grant of License

The Company hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to use the Services identified in **Exhibit 1** during the Term solely for Licensee's internal use, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Services authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Service; and by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Service and that Department. Each Licensee Department must use its identified Department Service(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement. The Company hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Service(s) by authorized Licensee Department employees who have been identified to the Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Service; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the particular Service(s) at any given time.

2.03 **Ownership of Services and Provider Materials; Right to Modify**

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services or Provider Materials whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and Provider Materials are and shall remain vested in, and shall vest solely with, the Company. This Agreement does not create or transfer any right, title, or interest in or to the Services or any related materials in favor of Licensee or any third party. The Company reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Company's services to its customers; (ii) the competitive strength of or market for the Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.04 **No Alterations or Derivative Works**

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify, or adapt the Services or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as "**Licensee's Designee**"), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Services, Provider Materials or other Company Intellectual Property Rights (collectively "**Alterations**") in any manner whatsoever not authorized expressly by this Agreement, without express written permission from the Company. Licensee shall not make any replacements or substitutions to the Services and other Provider Materials without the written consent of the Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of the Company as of the time of their creation and be subject to this Agreement unless the Company otherwise agrees in writing. If Licensee or anyone acting on Licensee's behalf, directly or indirectly, modifies the Services or other Provider Materials without the Company's written consent, the Company's obligation to provide maintenance and provide support, at the Company's option, will terminate; and any warranty of functionality will be voided.

2.05 **Ownership of Alterations Including Derivative Works**

If the Company consents to Alterations, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title, and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for the Company if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title, and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to the Company; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Licensee to the Company when applicable law recognizes the effectiveness of such transfer

and assignment; and (iv) that Licensee shall execute suitable transfer and assignment documents upon request by the Company, and (v) otherwise provide all reasonable assistance to the Company or its designee in effecting the registration or recordation of such Alterations. Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title, and interest in and to the Alterations to the Company, including all proprietary and descriptive information related to the Services and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and by Licensee's Designee.

2.06 No Removal of Proprietary Legends or Notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Services, Documentation and other Provider Materials.

2.07 Licensee Data

Licensee retains all rights in and to its Licensee Data. At the termination of this Agreement, or at any other time upon request by Licensee and as a Special Service, the data will be exported by the Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which the Company is practically capable of producing and to which the Company agrees; provided, that use of such non-ASCII format does not infringe any Intellectual Property Rights of the Company or any third party.

If Licensee provides Licensee Data in a non-ASCII format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing, as Special Services pursuant to Section 11.10, at the Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses. If requesting conversion of Licensee Data to a non-ASCII format, Licensee must specify in writing to the Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. The Company will be given an opportunity and reasonable time to present Licensee with a scope of work/proposal regarding such programming, conversion, reformatting, manipulation, or other processing of non-ASCII format Licensee Data which scope of work/proposal and pricing shall be approved in writing by Licensee prior to the Company beginning such Special Services.

NOTE: A symbol- or tab-delimited ASCII file would be provided upon normal termination without charge, but there would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8.0 on the basis that funds have not been appropriated, the Company will have no obligation under this section or otherwise to provide any transfer or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay the Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required by the Company, that may be needed to accomplish or permit the conversion of Licensee Data to the agreed export format and using the agreed media.

2.08 No Access by Unauthorized Persons or Entities

Licensee will not permit, and warrants to the Company it will not permit, the Services or other Provider Systems to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not provide copies of any reports or other output by the Provider Systems and Services to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise required by applicable law to provide. This is a material condition of this Agreement.

2.09 No Sublicenses or Unauthorized Extensions of License

Licensee may not grant or extend, and warrants to the Company it will not grant or extend, sublicenses or other rights in or to the Services or other Provider Materials to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Service; or assign or transfer the License in whole or part, or any rights in or to the Service, to any unauthorized third party or to unauthorized Licensee Department or person. This is a material condition of this Agreement.

2.10 Third Party Software

Licensee shall be solely responsible for any software and/or hardware requirements that are mandated by any applicable governmental entity. Licensee shall be given the opportunity to acquire any hardware and/or software license as mandated by applicable law or regulation. Alternatively, the Company may obtain such hardware and/or software license and pass through all applicable costs and expenses to Licensee.

3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA

3.01 Fees

The fees for this Agreement shall be the amounts specified in **Exhibit 1**, to be paid over the Term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Services, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Service, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by the Company.

3.02 Services

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, the Company will provide the Services specified in **Exhibit 1** and **Exhibit 2**, as those Exhibits may be amended in writing from time to time.

3.03 Initial Migration of Licensee Data to Provider Systems

(a) Licensee is responsible, at its own cost, for providing the Company with Licensee's existing Licensee Data and any other data for which the Company services will be provided, in a format acceptable to the Company and which the Company is readily able to import into and use with Provider Systems ("**Acceptable Data Migration Format**"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee Data is in the possession of a third party (e.g., a prior service provider other than the Company), Licensee is responsible for obtaining Licensee Data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee Data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its Licensee Data to the Company for initial installation into Provider Systems (the initial migration of Licensee Data), or other additional data tendered for input (including input by Licensee Users) (all being "**Tendered Data**"), will be Licensee's representation to the Company that the Tendered Data is validated by Licensee as being Licensee Data and that it is accurate for the purposes of the Company's provision of Services under this Agreement.

(d) The Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for either: (i) initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) ("**Initial Data Errors**"), or in any later-tendered data ("**Later Data Errors**"), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such

Data Errors or other inadequacies of the Tendered Data or the format in which tendered, or (ii) errors, inconsistencies, incompleteness or other deficiencies discovered by Licensee's independent auditors ("**Audit Errors**", and along with Initial Data Errors and Later Data Errors, the "**Errors**") during any annual or special audit undertaken by or on behalf of Licensee.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Provider Systems and Services ("**Data Conversion**"), including but not limited to correcting any Errors, that Data Conversion shall be a Special Service (see Section 11:10), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay the Company's reasonable costs and expenses, on a time-and-materials basis at the Company's then-prevailing rates, including reasonable travel costs and per diem expenses. The Company shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee Data before completion of Data Conversion by the Company of previously tendered data. Further, Licensee acknowledges and agrees that Licensee shall be solely responsible for the costs and expenses of any third party CPAs, consultants, and other experts engaged to resolve any Errors or other issues encountered by such Licensee including the time and expense of the Company incurred in engaging with such CPAs, consultants and other experts.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee Data into Provider Systems may take several iterations. E.g., the third party previously storing Licensee Data (or Licensee, as the case may be) ("**Prior Data Holder**") may provide a data output and associated record layout, but an initial data migration test (or full importation attempt by the Company) may show that adjustments or manipulations of the Prior Data Holder's output data file are required for successful importation. The Prior Data Holder's initial response to the Company's request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, the Company may be required to perform data import tests, data manipulations, and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by the Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by the Company to effect successful migration of Licensee Data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee Data for the Company.

4.0 TERM AND SURVIVAL

4.01 Term

This Agreement shall come into and be in effect as of the Effective Date and shall have the initial term specified in **Exhibit 2** to terminate at 11:59:59 p.m. on the last day of the specified initial term ("**Initial Term**" along with any Renewal Terms as defined below, the "**Term**").

Unless otherwise specified in **Exhibit 2**, this Agreement shall automatically renew for successive Renewal Terms of duration equal to the Initial Term ("**Renewal Term**") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other total duration as permitted from time to time under applicable law unless earlier terminated pursuant to Section 10.0.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement; unless otherwise provided in this Agreement including Section 10.0, the Company will assist in the transferal of the Licensee Data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07.

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by the Company for such assistance, as Special Services (see Section 11.10), including but not limited to transferal or reformatting of data, at the Company's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses.

4.03 Obligations Survive

Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all Documentation and other Provider Materials to the Company; (iii) assisting the Company in protecting its Intellectual Property Rights and in defending against third party claims of infringement; (iv) venue, consent to suit, and choice of laws; (v) attorney's fees and costs; (vi) payment of license fees, costs, interest and Taxes; (vii) limitations of liability; and (viii) indemnity shall survive termination of this Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to the Company.

5.0 PAYMENTS

5.01 Payment Due Upon Invoice

All sums due hereunder shall be payable upon receipt by Licensee of a Company invoice. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of the date of a Company invoice unless otherwise expressly provided in **Exhibit 1**. Payments are deemed made when received by the Company. The terms of the Texas Prompt Payment Act shall apply to all invoices submitted.

5.02 No Right to Withhold or Offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of either (a) a dispute between the Company and Licensee or (b) a force majeure event. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments required under this Agreement is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Services, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Services ("**Service Nonperformance**"), or relating to the Services any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Services, or relating to the Services; or any impairment of functionality of, or access to the Provider Systems, Services, or Licensee Data caused in whole or part by the action of third parties, including but not limited to viruses, worms, Trojan horses, or other harmful components or agents, or other malware of any kind; or denial of service attacks or similar hacker attacks or other interferences of any kind by third parties. Licensee's sole remedy is to seek refund of fees paid for the period for which Licensee asserts Service Nonperformance unless such attack is determined by the Company to be the fault of Licensee or its Users (for which no refund is available).

5.03 Manner and Mode of Payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to the Company at its address stated herein, or at such other address as the Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of the Company's designation.

5.04 Taxes

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities

conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"). If such taxes are payable by or levied on the Company, Licensee shall promptly pay such Taxes in full upon notice by the Company or promptly reimburse the Company in full for any such Taxes the Company has paid, upon receipt of an invoice therefor; provided, however, that Licensee shall have no obligation to pay any taxes based on the Company's net income or gross receipts.

If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to the Company by Licensee.

6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY

6.01 Confidentiality; Protection and Non-Disclosure

Licensee recognizes the Services and other Provider Materials are subject to the Company's Intellectual Property Rights and protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1); and recognizes and agrees that the Services and other Provider Materials related to them are: (i) considered by the Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of the Company. **Licensee represents and warrants** that it will not disclose Services or any other Provider Materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from the Company. In the event a request is made for Licensee to disclose Services, Documentation or other Provider Materials or information to a third party, Licensee promptly shall give written notice to the Company identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. The Company will determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under an applicable Public Records Law are subject to the provisions of Section 6.04 of this Agreement.

6.02 Proprietary, Trade Secret Character of Provider Materials

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Services and Provider Materials, and expressly agrees as follows:

- (a) To use the Services and other Provider Materials solely at the place(s) of installation specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Services and other Provider Materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Services(s) and, as applicable, that no more than the authorized

Concurrent User Number of Users accesses or uses the Department Service(s) at any given time;

- (c) To make no unauthorized copies of the Provider Materials, or any component or portion thereof, by any means for any purpose whatsoever, without prior written consent of the Company;
- (d) To make no unauthorized dissemination of the Documentation or other Provider Materials or any parts thereof;
- (e) To instruct Licensee's Government Officials, employees, officers, agents or representatives, or any others, having access to the Services or other Provider Materials that they may not copy or disseminate the Provider Materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Services or other Provider Materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Services and other Provider Materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Services for Licensee's own requirements; and
- (g) To reproduce the Company's copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Services and other Provider Materials on which the Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 No Unauthorized Copying, Modification, Dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Services or other Provider Materials, or allow any other person to do so in any way or manner, without the prior written authorization of the Company.

6.04 Public Records Law

(a) Licensee and its Departments shall immediately inform the Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any source code, software applications, Company documentation or other items protected by the Company's Intellectual Property Rights, in whole or part. Licensee must take all reasonable steps under the Public Records Act to preserve the right of the Company to participate in any process permitted under the applicable Public Records Law for the Company to urge that some or all the requested Provider Materials should not be disclosed; and Licensee must not voluntarily disclose the Provider Materials until compelled by that Law or a lawful order to do so. NOTWITHSTANDING THE FOREGOING, ANY PRINTED OR ELECTRONICALLY GENERATED REPORTS CREATED USING THE SERVICES INCLUDING (I) BUDGETS, (II) REPORTS DISTRIBUTED TO THE COMMISSIONERS, AND (III) REPORTS MADE AVAILABLE TO THE GENERAL PUBLIC ARE GENERALLY EXCLUDED FROM THIS SECTION 6.04.

(b) In the event that disclosure is ultimately required by a lawful order by a person or tribunal with applicable authority and jurisdiction, Licensee shall provide, along with the required access to or any copies of such Provider Materials, a written notice to the recipient that the Provider Materials are owned by the Company, or by a third party and licensed to the Company, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the Provider Materials, or develop or use derivative works, without the express written consent of the Company; and that any unauthorized use, copying, dissemination or development or use of derivative works is a violation of the Company's Intellectual Property Rights and constitutes a violation of federal patent, copyright or other laws, and could subject the recipient to civil or criminal penalties.

(c) These are material obligations of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by the Company of this Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.01 regarding notice and opportunity to cure.

6.05 Compliance with Privacy Laws including HIPAA

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable personal information, or other protected private information no matter how denoted (e.g., personally identifiable information, protected personal information, protected healthcare information records, protected healthcare information, individually identifiable healthcare information, etc.); its security and security procedures and controls, and Access and authorization procedures

and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations (“**Privacy Laws**”). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and all applicable regulatory rules or guidelines implementing HIPAA (“**HIPAA Regulations**”) (collectively, “**HIPAA**” unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee’s handling of protected health information, also sometimes referred to as individually identifiable health information).

The Company is providing the Services on an “as is” basis with respect to the handling of such confidential Licensee Data. If additional equipment, software or other programming beyond the Services’ “as is” status, or procedures are required so that the data processing services provided by the Company hereunder for the Licensee may achieve compliance with Privacy Laws, considering Licensee’s network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee’s program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by the Company, as Special Services pursuant to Section 11.10, on a time and materials basis at the Company’ then-prevailing rates, and costs and expenses of any associated the Company travel, including reasonable per diem expenses.

The Company’s compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by the Company will be charged to the Licensee on a time and materials basis at the Company’ then-prevailing rates,

**7.0 LIMITED LIABILITY; DISCLAIMER OF
WARRANTIES; FORCE MAJEURE; INDEMNITY**

7.01 LIMITATION OF LIABILITY

THE COMPANY'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO THE COMPANY BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING SUCH EVENT. IN NO EVENT WILL THE COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE SERVICE(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY; IN CONNECTION WITH THE DELIVERY, INSTALLATION, ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES AND OTHER PROVIDER MATERIALS, OR THE ACT OR FAILURE TO ACT OF THE COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD PARTY CLAIMS AGAINST THE COMPANY, OR AGAINST LICENSEE FOR USE OF THE SERVICES AS PERMITTED BY AND IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, EXCEPT AS SET FORTH IN SECTION 7.03(F).

7.02 LIMITED WARRANTY/DISCLAIMER OF ADDITIONAL WARRANTIES

THE COMPANY PROVIDES THE SERVICES AND OTHER PROVIDER MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE SERVICES WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR

THAT THE OPERATION OF THE SERVICES OR OTHER PROVIDER MATERIALS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY THE COMPANY OR ITS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. THE COMPANY DOES NOT WARRANT THAT ANY PROVIDER SYSTEMS USED TO RUN OR ACCESS THE SERVICES OR OTHER PROVIDER MATERIALS, OR THE DATA USED TO GENERATE REPORTS, OR THE REPORTS GENERATED, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL LICENSEE DATA, AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH LICENSEE DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH LICENSEE DATA, PROVIDED HOWEVER, THAT THE COMPANY WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO EVALUATE ANY ISSUES WITH THE SERVICES BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Service does not provide the described functionality, the Company will use commercially reasonable efforts to cure the deficiency. If the Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Service corresponding to the period for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective Service bears to the whole of the Services provided, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 **Infringement Indemnification**

(a) The Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of Intellectual Property Rights asserted against Licensee by reason of Licensee's use of the Services as delivered by the Company or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Services and other Provider Materials, access to them, and protection and handling of them, and does not result from the events described in Section 7.03(f) below.

(b) The Company's obligation to indemnify and hold harmless will apply provided that the Company is promptly given notice in writing by Licensee of any such third party claim and that the Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with the Company in connection with any defense by the Company of such claims or attempt to settle such claims.

(c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which the Company shall have the right immediately to terminate this Agreement.

(d) The Company is not obligated to defend such third-party claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist the Company.

(e) The Company will have the sole right to determine the defenses of such third-party claims concerning its Intellectual Property Rights, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

(f) This obligation of the Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: (i) the development or use of any derivative work developed by or for Licensee by other than the Company or its designated contractors; (ii) Licensee's use of the Service(s) with devices or products not provided or approved by the Company; (iii) use by a person or entity not authorized under this Agreement to use or access the Services(s); (iv) the event giving rise to the claim of infringement is based on use of a version of the Service(s) modified without the consent of the Company; (v) Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Service after it has been notified or otherwise being aware there is or is likely to be a claim of third party infringement concerning that Service or its use by Licensee; (vi) Licensee's use of the Service after termination of this Agreement; (vii) Licensee uses or applies the Service in ways or for purposes for which it was not designed or for which its use was not contemplated by the Company, and Licensee's use or application as intended by the Company would not have given rise to the third-party claim; (viii) the alleged infringing use was by persons or entities other than as expressly authorized under this Agreement; (ix) for onsite installations, Licensee was using a previous version of Service(s) and the third party claim would have been avoided had Licensee been using a more recent version; or, (x) for onsite installations, Licensee has combined use of a Service with devices or products not provided or approved by the Company and the third party claim would have been avoided but for such combined use.

(g) The Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not strictly comply with the terms and conditions of this Agreement.

(h) To the extent permitted by law, Licensee shall indemnify and hold the Company harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against the Company by reason of Licensee's use or misuse of the Services or other Provider Materials; where such use by Licensee has not complied strictly with the terms and conditions of this Agreement including, but not limited to, the events described in Section 7.03(f).

7.04 Force Majeure

The Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee Data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that the Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of the Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until the Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within the Company's ability to cure.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term Subject to Appropriation

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term(s) as set forth in Section 4.01, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to the Company; but provided further, however, that this "funding-out termination" provision shall not be available if Licensee appropriates monies for a substitute or replacement service from a third party that is, in whole or material part, like or similar to the Services provided by the Company hereunder, but excludes such appropriation from funding this Agreement or otherwise conditions the use of such appropriation to exclude in whole or part application of such appropriation to this Agreement or to the Company (an "**Improper Termination**").

8:02 **Termination for Non-Appropriation**

Except as described below, in the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation. Notwithstanding the foregoing, in the event an Improper Termination has occurred, Licensee shall owe the Company all costs and expenses that would have been due through the end of the current Term including the Company's costs of collection (including attorneys fees) (the "Improper Termination Amount"). The Improper Termination Amount shall be due and payable immediately upon the Company's determination, in its sole discretion, that an Improper Termination has occurred.

8:03 **Licensee Certification of Funding; Licensee Notice of Non-Appropriation**

- (a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.
- (b) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.
- (c) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Term that Licensee has appropriated and available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.
- (d) Failure of Licensee timely to give such notices or certifications upon request by the Company is a basis for the Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if the Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse the Company, as Special Services pursuant to Section 11.10, for the costs and expenses incurred by the Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at the Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify the Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; Authority to Make Agreement; Compliance with State Law

Licensee represents, covenants, and warrants to the Company that Licensee is a County of the State of Texas; and that as a County of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter into the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

9.02 Disclaimer of Reliance on Other Understandings or Practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 DEFAULT AND REMEDIES

10.01 Default

Without limitation hereby, the following shall constitute a default by Licensee ("**Default**"):

- (a) Failure timely to pay when due any payment under this Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this Agreement;
- (c) Infringement of the Company's Intellectual Property Rights;
- (d) An Improper Termination;
- (e) False or misleading representations or warranties as to Licensee's status and the

current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or

- (f) Any reduction in the value of the Services and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement including Section 10.02, the Company has the right to suspend Services immediately under this Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by the Company to Licensee, the Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and demand Licensee return any copies of Provider Materials in the possession of Licensee, and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment, no matter where located. Licensee shall certify in writing that it has complied in all respects with this Section 10.01(i);
- (ii) Take whatever action at law or in equity the Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this Agreement and to recover the Company's reasonable attorneys' fees and costs associated this Section 10.0; and
- (iii) Seek any other relief to which the Company may be entitled at law or in equity.

10.02 The Company's Right to Terminate for Infringement Claims

The Company reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any Intellectual Property Rights, or for unfair competition or trade practices or other misuse, relating to the Services or other Provider Materials, or any parts thereof, are asserted against the Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of the Company. Termination on this basis shall be effective on notice in writing to Licensee by the Company, stating the reason for such termination. This Section 10.02 is not subject to the notice and cure provisions of Section 10.01. Termination on this basis shall impose no penalty or cost on the Company, shall release the Company of any further obligations of performance under this Agreement and shall not constitute breach of this Agreement by the Company.

10.03 Remedies Cumulative

The rights of termination under this Section 10.0 shall be in addition to any other right or remedy the Company may have at law or in equity.

10.04 Termination is Licensee's Sole Remedy

Licensee's termination of this Agreement shall be the sole remedy for Licensee for any claim of breach of this Agreement by the Company asserted by Licensee, except as may be expressly provided elsewhere in this Agreement: provided, that Licensee shall first give the Company written notice of such alleged breach, with sufficient particularity that the Company may reasonably ascertain the nature of the default alleged, and the Company shall have at least thirty (30) days to cure such alleged default, or such other longer time as is commercially reasonable or otherwise is specified elsewhere in this Agreement.

10.05 Equitable Remedies: Consent to Injunction and Waiver of Legal Rights.

Licensee acknowledges that the Company has gone to considerable time and expense to develop the Services and other Provider Materials and that the Company would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Services or other Provider Materials or the unauthorized disclosure of any such Services or other Provider Materials to anyone not authorized under this Agreement. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages that would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, the Company shall be entitled to equitable relief including but not limited to temporary restraining orders, and temporary and permanent injunctions, to protect the integrity of the Company's Intellectual Property Rights and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that the Company provide proof of actual or impending actual damage as a prerequisite to the Company obtaining equitable relief; and

expressly waives any requirement that the Company post any bond or other security as a prerequisite to obtaining or enforcing such relief.

10.06 Early Termination Fee

Licensee understands and acknowledges that the monthly fees stated in this Agreement include recovery of costs incurred by the Company in setting up for and initiating services and Licensee's access to and use of the Provider Systems and Services, and that termination before the end of the Initial Term would mean that the Company does not fully recover those actual upfront costs. Therefore, for termination by Licensee before the end of the Initial Term for any reason other than for cause, Licensee agrees to pay a Termination Fee. The "Termination Fee" will be equal to the product of (i) the Service Initiation Cost divided by the number of months in the Initial Term, and (ii) the number of months remaining in the Initial Term after the date of termination. "Service Initiation Costs" include all costs and expenses incurred by the Company needed to initiate service to Licensee including Special Services pursuant to Section 11.10, if applicable, and to permit Licensee's access to and use of the Provider Systems and Services, that have not been unreimbursed (e.g., travel) or otherwise recovered (e.g., upfront payment by Licensee for data migration), including without limitation hereby, all labor, costs, and expenses of: setup for Licensee, data migration, and orientation and training, or other mobilization or setup tasks. The Termination Fee will be due thirty (30) days after Licensee gives notice of termination; or, if Licensee terminates under Section 8.0 for lack of appropriated funds but fails to give notice, ten (10) business days following the end of available funding. For avoidance of doubt, the Company's collection of a Termination Fee does not preclude it from also collecting an Improper Termination Amount, if applicable.

11.0 MISCELLANEOUS

11.01 Assignment

None of Licensee's rights regarding the Services and other Provider Materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without (a) the Company's prior written consent, which may be withheld in its sole discretion, and (b) the execution of a new Agreement. If the Company agrees to such assignment, sublicense, or transfer, unless otherwise agreed in writing by the Company, Licensee will remain fully responsible for all Licensee obligations hereunder.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

If to the Company:

Indigent Healthcare Solutions
2040 N. Loop 336 W. Suite 304
Conroe, Texas 77304

If to Licensee:

Navarro County Judge
Navarro County Courthouse
300 W. 3rd Ave., Suite 102
Corsicana, Texas 75110

11.03 Severability

In the event that any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire Agreement; Modification

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the licensing and use of the Services and other Provider Materials, and supersedes all oral or written proposals or understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order for other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of the Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

11.05 Actions

In the event of litigation or other dispute proceedings arising under, concerning, or related to this Agreement, each party will bear its own costs and expenses, including attorneys' fees, regardless of the outcome.

11.06 Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, [without giving effect to its choices of law principles,] and federal law, as applicable.

11.07 Confidentiality

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided in the course of performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to Services and other Provider Materials provided by the Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

11.08 No Waiver of Rights

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

11.09 Responsibility for Cyber Attacks

(a) Licensee hereby represents and warrants that its employees and contractors have completed Cybersecurity Awareness Training as required by state law, if applicable.

(b) The Company shall have no liability to Licensee for any kind or form of cyber damage caused by third parties to Licensee Data, systems, networks, property, or other facilities, including from, without limitation hereby, Cyberattacks (as hereinafter defined):

(i) that are directed against Licensee's facilities (including equipment, networks, software, operating systems, security methods or mechanisms, or other instrumentalities);

(ii) where the attack has gained access to Licensee's facilities as a result of acts or omissions of Licensee, its Users, or any third party; or

(iii) against the Provider Systems which have been enabled or permitted in whole or substantial part by acts of omissions of Licensee or its Users and the

resulting malware or other harmful agent or action also migrates to or affects the Provider Systems.

(iv) Such acts or omissions of Licensee or its Users may include, without limitation hereby: (A) where Licensee employee, agent, guest, or other person using Licensee equipment clicks on a link, or opens an email or other document, or imports documents or data from a thumb drive or other source, including third party sources, that introduces a virus or other malicious agent that in turn infects Licensee systems and/or data, and/or migrates to the Company's systems; or (B) where a third-party gains unauthorized access to Licensee's systems by other means, such as but not limited to hacking into Licensee equipment, by accessing Licensee equipment that has inadequate security, or by otherwise penetrating Licensee's security systems.

Licensee will be responsible for payment of any costs to cure or correct the effects of such events, including, without limitation hereby, costs of experts including for forensics, and payments made in response to demands for cyber ransom or other payments to malicious third-party actors.

(c) Upon request in writing by Licensee, the Company will assist Licensee to remedy or work around any adverse effects of the Cyberattack on Licensee's ability to conduct business. Such assistance by the Company will be a Special Service, the costs and expenses of which will be borne by Licensee, including not only for the Company's time, costs and expenses, but also for the costs and expenses of any third parties from which the Company obtains assistance to address the attack, and for any ransom or other amounts the Company may pay on Licensee's behalf. If the attack creates any kind of operational or other emergency, unless the requirement of the Company's giving of an estimate for the Special Service is waived in writing by Licensee (email will suffice), the Company will follow the Special Services estimate-and-approval procedure (see Section 11.10), notwithstanding any need for immediate responsive diagnosis and action to cure or work around the Cyberattack effects. If Licensee opts to permit the Company to begin diagnosis, including forensics if needed, and to address the problem before the estimate-and-approval procedure is completed, the Company will present an estimate as soon as practical, for discussion and approval or rejection in whole or part by Licensee; but Licensee agrees that its waiver or postponement of the estimate-and-approval procedure will not relieve Licensee of its obligation to pay the Company its costs and expenses reasonably incurred prior to conduct and conclusion of the estimate-and-approval procedure.

(d) The Company will work at the Company's cost to remedy or work around any effects of any Cyberattack directed against the Provider Systems that adversely affect the provision of Services to Licensee, and to ensure continuation or restoration of services as soon as possible. Licensee will provide full assistance to the Company in this effort.

(e) For the purposes of this Section 11.09, "Licensee" includes Licensee and Licensee's Government Officials, officers, employees, agents, representatives, and contractors.

(f) Without limitation hereby, "Cyberattacks" include, but not limited to: denial of service attacks, theft or corruption of data, operation of ransom ware or other data denials, hacking, operation of malware or other harmful agents, and any other electronic interference with equipment, databases, software, operating systems, networks, or other facilities, adversely affecting or with the potential to adversely affect Licensee Data or Services provided under this Agreement, caused in whole or part by third parties.

(g) Although scope of coverages available are limited and different, insurance is available commercially, including from the Texas Association of Counties, that can provide some protection against adverse effects of Cyberattacks and other harmful events. Licensee is encouraged to obtain and maintain cyber insurance coverage to protect its systems, data, and facilities from harmful third-party actions.

11.10 Special Services

(a) Licensee may from time-to-time request that the Company provide Special Services, which are services outside the stated scope of the Agreement, but which are related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by the Company under this Agreement, whether such data is provided to the Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by the Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Service(s); forensic accounting services; bookkeeping services; and any other services not explicitly described in this Agreement as included with the stated Service fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**), investigating whether the Services will integrate or otherwise interface well with any third party vendor software currently used or proposed to be used by Licensee, or any other Special Service requested by Licensee that the Company agrees to provide, the Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on the Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special Service, the Company will perform the Special Service. The Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by the Company or products outside the stated functionality of the Services to be provided hereunder by the Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Services, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate the Company for the Special Service required to assist Licensee to respond, and will reimburse the Company for incurred costs and expenses, and certification that funds exist to pay the Company's compensation, costs, and expenses, the Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, the Company's compensation may include a component reflecting that the Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

11.11 Mediation

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for the Company's seeking equitable relief pursuant to Section 10.05 or as otherwise permitted at law, the Parties agree to engage in non-binding mediation in a place and with a mediator acceptable to both Parties; provided, that if the Parties cannot agree on location or mediator, they agree to use the Dispute Resolution Center in Austin, Texas, to provide mediation services. The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

11.12 No Arbitration

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

11.13 Headings and Captions

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical, or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

11.14 Designation of Materiality Not Exclusive

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

11.15 Tex. Gov't Code Ch. 2270 Verification

The Company's execution of this Agreement includes written verification that the Company does not boycott Israel and will not during the Term of this Agreement.

[End of main body of document.]

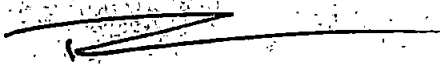
APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this Non-Exclusive License Agreement in its entirety; understands its terms; is duly authorized to execute this Non-Exclusive License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of _____, 2024 (the "Effective Date").

Indigent Healthcare Solutions

Navarro County, Texas



Robert Baird
President



Hon. H.M. Davenport Jr.
Navarro County Judge

Exhibit 1 – Departments, Services, and Users

To Non-Exclusive License Agreement Between Navarro County, Texas And Indigent Healthcare Solutions

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Service(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Service authorized for that Department are specified in this Exhibit. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Service at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of the Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Service. The Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

SAAS Applications – Departments

Navarro County, Texas, and Navarro County Ambulatory Care Association

<u>License</u>	<u>Monthly License Fee</u>	<u>Concurrent User Number</u>	<u>Total</u>
First Concurrent User	\$945.00	1	\$945.00
Add. Concurrent Users	\$443.00	2	\$886.00
Redbook Drug Codes	\$100.00	1	\$100.00
CPT & ICD-10 Codes	\$14.00 per ccu	3	\$42.00
Total Monthly Fee			\$1,973.00

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at the Company's Conroe, Texas, office (or at such other place for payment designated in writing by the Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by the Company. Payment is deemed made when the Company receives payment. Payment is to be made in United States dollars.

Navarro County, Texas – July 2024

Additional Departments or Department Services

Upon written request of Licensee, additional Departments or Department Services may be added, subject to consent of the Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Services, or installation, training, or additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of the Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and the Company, for an increase in the license fee stated for that Department Service equal to \$457.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

Third Party Hardware/Software Expenses

To the extent not procured by Licensee, the Company shall pass through all government-mandated hardware and/or software licensing expenses to Licensees.

SAAS Service Deliverables

Administrative Menu:

- Active User List
- Budget Tracking
- Change Batch Dates
- General Ledger Maintenance
- Hidden Clients
- Hidden Vendors
- Message Center
- Posting Check Numbers
- System Setup
- Voiding Records

Administrative Reports:

- Bill Processing Time Report
- Case Entry Statistics
- Case Management Detail Report
- Case Processing Time Report
- CPT Usage Reports
- Dashboard Report
- Diagnosis Class Report
- Diagnosis Detail Report
- Diagnosis Usage Reports
- DRG Usage Reports

- Generic Drug Lookup
- Productivity Report
- RX/NDC Usage Reports
- Trends Reports

Bill Management:

- Automatic CPT/HCPCS Rates Updated from Medicaid and/or Medicare Fee Schedules
- Automatic Monthly NDC Updates from Redbook
- Bill Entry and Re-pricing
- Duplicate Invoice Screening
- Envelope/Label Printing
- Invoice Validation Checks
- Real-Time Expenditure Tracking

Bill Reports:

- Amount Paid to Clients
- Amount Paid to Vendors
- Client Explanation of Benefits (EOB)
- Date of Service (DOS) Report
- GL Totals Report
- Hospital Utilization Report
- Daily Invoice List
- Invoice List by Group
- Provider Explanation of Benefits (EOB)
- Referrals Report
- Single Invoice Print
- Vendor Directory

Client Management

- Address Validation & Search
- Case Document Scanning
- Case Management with Assessments and Goal Tracking
- Custom Client Letters
- Duplicate Client Checks
- Eligibility Determination
- Envelope/Label Printing
- Extensive Notes Tools
- Phone Number Information Display
- Printable Forms History
- Quick Income Calculator
- Referral Authorization Tracking
- Tracking of Previous Drugs and Diagnoses

Client Reports:

- Active Client List
- Application Report
- Case Management Goals Report
- Case Management Time Report
- Case Notes Report
- Clients Classification Report
- Client Information Report
- Client FY History
- Client YTD Report
- Monthly RX Report
- Rapid Registration Information
- Termination List

Statements:

- Reimbursement Agreement
- Real-Time Reimbursement Tracking
- Monthly Statements

Codes Menu:

- Ability to Set Codes for Custom Software Configuration
- Appointment Settings & Preferences
- Bill Rates & Preferences
- Client Letter Setup
- Client Group Tracking
- Client SAAS Setup
- Fee Schedule Reference:
 - CPT/HCPCS Codes (Procedure Codes)
 - ICD-10 (Diagnosis Codes)
 - MS-DRG/APR-DRG Codes (Inpatient Grouping Codes)
 - NDC Codes (Drug Codes)

Forms:

- Assistance Approval Form
- Assistance Denial Form
- CAT Board Application
- CAT Report
- Hearing Notice
- Notice of Lien
- Release of Lien Form
- Request for Appointment Form
- Request for Information Form
- Request for Medical Records

Other Functionality:

- AMA Licensed Updates for CPT Procedure and ICD-9/ICD-10 Diagnosis Terminology
- Appointment Screen
- Appointment Reports
- User Dashboard with Live User and System Reminders
- Client Support Portal
- Data Export Menu: Ability to Export Client, Provider and Invoice Information to Excel
- Live Remote Support
- Online Documentation for Procedures
- Provider Management
- Rapid Registration (Client Pre-Screening)
- Referral Authorization Form
- Reimbursement Request Tracking
- Self-Study Training Videos
- System Activity Audit Reports

[END OF EXHIBIT]

Exhibit 2 – Term and Scope of Services

To Non-Exclusive License Agreement Between Navarro County, Texas And Indigent Healthcare Solutions

Navarro County, Texas

Term of Agreement; Renewals

Initial Term:

Start Date 07/01/24

End Date 07/01/27

Renewals:

Unless notice is given in writing by either Party to the other on or before ninety (90) days before the end of the Initial Term (or, as applicable, the then-current Renewal Term), this Agreement will automatically renew for a Renewal Term of the same length as the Initial Term (or, as applicable, the current Renewal Term), for up to twenty-five (25) years.

Hosted SAAS Services – Cloud-Based Computing and Data Management

No SAAS applications will be installed on Licensee's site. The Services will be hosted remotely at the Company's facilities located at 4100 Smith School Road, Austin, Texas. Upon execution of the Agreement, the Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Services and to store Licensee Data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g. the Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with the Company's cloud-based servers. Licensee's Internet connectivity must have at least the minimum upload and download rates required by the Company. The Company is not responsible for failure of or unsatisfactory performance of the Service(s) where Licensee's equipment, networks, or connectivity are not adequate for use with the Company's SAAS Services.

Licensee is wholly responsible for having, applying, and maintaining security systems and procedures necessary to ensure the integrity of Licensee's operations utilizing the Service(s) and security of Licensee's transmission and receipt of data to and from the Company's hosted servers. The Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third-party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Provider Systems.

Maintenance

The Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, the Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Services by the Company will be by remote access.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("Service Requests"), and submit all complaints or reports of errors or malfunctions ("Error Reports") in writing to the Company. The Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to Robertb@ihsssoftware.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by the Company of asserted errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by the Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked.

Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, the Company will be responsible to conduct daily and monthly backup of Licensee Data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which the Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service).

Licensee Input

The Company sends each Licensee customer an annual survey seeking Licensee comments, to which the Company strongly encourages you to respond.

The Company also periodically holds a customer advisory meeting. All current Licensees are invited and are encouraged to attend. (Attendance is at the Licensee's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, the Company identifies improvements, modifications and/or enhancements it will seek to make to the Services over the next year.

Any improvements, modifications, or enhancements the Company makes as a result of the customer survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.