

Software Support Agreement

Between
COLUMBIA ULTIMATE, INC.
4400 NE 77th Avenue Suite 100
VANCOUVER, WASHINGTON 98662
360-260-5838
Hereafter RevQ

And
HIDALGO COUNTY, TEXAS
100 North Closner, 1st Floor
Edinburg, TX 78539
1-956-318-2079
Hereafter Customer

This Software Support Agreement is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Agreement and the Software License Agreement, the terms and conditions of this Software Support Agreement shall govern for the purposes of this Agreement only.

- I. **TERM OF SUPPORT.** The initial term of Support shall be twelve (12) months unless and until either party shall provide the other thirty (30) days written notice of termination. The term shall be automatically renewed for additional twelve (12) month terms unless terminated, canceled or extended.
- II. **DEFINITIONS.** In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Agreement shall have the following meanings for purposes of this Agreement only:
- A. "**Error**" shall mean an error in the Software or a failure of the Software to conform, as documented in the Revenue Results User Guide, which negatively impacts the performance of Customer's operations. Errors can occur as: (i) errors in the Software or (ii) errors in Documentation.
 - B. "**Priority 1 Error or Down System**" shall mean the Software is unusable, produces incorrect results, or fails catastrophically in response to input files. The Software does not perform most of its documented functions.
 - C. "**Priority 2 Error or Detrimental**" shall mean the Software is usable, performs most, but not all of its documented functions.
 - D. "**Priority 3 Error or Inconvenient**" shall mean the Software is usable but due to an error does not provide the function in the most convenient way.
 - E. "**Support**" means the work to be provided by RevQ under the terms of this Agreement, including answering of questions regarding the operations of the Software and any corrections required to make the Software operational as provided in the Documentation.
- III. **SERVICE PROVIDED BY REVQ**
- A. RevQ agrees to maintain the Software in conformity in all material respects with the Documentation. RevQ shall correct all Errors discovered by Customer or RevQ.
 - B. Software Support. If Customer believes that there is an Error, Customer will notify RevQ, describing the Error in such detail as is reasonably necessary and available for RevQ to provide resolution of the Error. RevQ shall promptly investigate the Error and shall advise Customer of RevQ's plans for corrective action. RevQ shall remedy such Error as follows:
 - 1. Priority 1 Error (Down System). RevQ will promptly respond within (2) hours of notification and shall use its best efforts to provide a resolution to Priority 1 Errors within thirty-six (36) hours of receipt of an Error report.
 - 2. Priority 2 Error (Detrimental). RevQ will respond within (8) hours of notification and shall use its best efforts to provide a resolution to a Priority 2 Error within five (5) business days of receipt of an Error report.
 - 3. Priority 3 Error (Inconvenient). RevQ shall use its best efforts to provide a solution for problems designated a Priority 3 Errors within thirty (30) calendar days of receipt of an Error report.
 - C. RevQ will provide to Customer toll free phone service (in the United States) for consultation, Error report and resolution. Calls shall be placed by the Administrator defined in the Software and whose name should be provided to RevQ prior to the initial installation of the Software. Calls shall be placed during U.S. Pacific Time from 5:00 a.m. to 5:00 p.m., excluding any holidays recognized by RevQ as company-wide holidays as

Software Support Agreement

posted on RevQ's website annually. Additional charges for after-hour support will apply when Customer initiates an Error report outside these hours and requests that RevQ respond immediately.

D. **ELECTRONIC ACCESS.** Customer will, at its expense, provide the necessary equipment to allow RevQ remote access to Customer's computer. Customer authorizes RevQ to access Customer's computer either on site or via remote electronic access to isolate Errors in the Software, and, where practicable, attempt to apply corrections. Customer shall furnish access to Customer's computer to RevQ without charge for the time required by Columbia Ultimate to furnish Support. All electronic access charges incurred by Columbia RevQ (i.e. modem calls) will be billed to Customer. If practicable, Customer will comply with RevQ's connectivity standards when providing RevQ with remote electronic access to Customer's computers. Customer's use of non-standard connectivity methods may delay RevQ's response time to Error Reports. While RevQ will attempt to accommodate non-standard connectivity methods, Customer use of non-standard connectivity methods voids RevQ's obligation to respond to and resolve Error Reports within the times set forth in section B within this section.

E. **Additional Services.** Any services provided in addition to those specified above ("Additional Services") will be billed to Customer at RevQ's then current rates under a separate written agreement.

IV. FEES AND CHARGES

A. **Fees.** As consideration of the Software Support services rendered by RevQ, Customer shall pay RevQ the fees and charges set forth in the section titled "**Support Fee**" below. These amounts are subject to change year to year and/or when the additional number of Workstation Software users changes.

B. **Invoicing.** RevQ will invoice Customer in accordance with the schedule of payments set forth in the **Support Fee** below. The amount is due thirty (30) days after Customer's receipt of invoice. In the event that the Customer does not pay the full invoiced amount within thirty (30) day period, RevQ shall have the right to terminate Support. RevQ shall continue to have the right to recover payment of all amounts for Support rendered prior to such termination.

C. **Taxes.** Customer will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

V. TERMS AND CONDITIONS OF SUPPORT

A. For Software Support, RevQ shall only be responsible for providing Support for RevQ's most current Release of the Software and for the three (3) previous Releases of the Software.

B. RevQ shall be under no obligation to furnish Support under this Agreement should Support be required as a result of:

1. Operation of the Software in environmental conditions outside those prescribed by the hardware platform manufacturer or those defined in the Hardware Specifications provided by RevQ for the Release the Customer is running on;
2. Failure by Customer to keep the hardware platform properly maintained in accordance with standards of maintenance prescribed by the manufacturer; or
3. The Software maintained or modified by anyone other than RevQ or a third party authorized by RevQ.

C. In the event it is determined that RevQ provided Support arising from the above or from some other cause not related to the Software, RevQ reserves the right to charge Customer for the performance of such Support as an additional service.

D. Notwithstanding the exclusions specified above, RevQ's obligations to provide support shall not be affected by Customer's modification of the Software so long as RevQ can discharge its Support obligations notwithstanding such modifications or following their removal by Customer.

E. Customer agrees to provide the necessary equipment to allow remote access to Customer's computer system via modem phone line or via the internet.

F. Customer agrees to provide the name of the one Administrator as defined in the Software as a person to work with RevQ in diagnosing areas of concern.

G. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed by both parties.

Software Support Agreement

The parties intending to be legally bound have caused this Software Support Agreement to be executed by their duly authorized representatives.

Hidalgo County
Authorized Signature
By: [Signature]
Print Name: JUAN D. SALINAS, III
Title: COUNTY JUDGE
Date: _____

RevQ
By: [Signature]
Print Name: Bruce Randall
Title: President - RevQ
Date: April 11, 2007

Support Fee

Customer is purchasing "3 Licenses" of Revenue Results Software valued at \$ 46,500.00. Support is at 20% of the value of the software.

The normal support fee is currently \$ 9,300.00 annually. The annual fee will start and be charged as of the date the software is available for production use.

All Prices listed are in US Dollars unless otherwise specified

EXECUTED as of the day and year first written above.
Approved by Commissioners Court on **September 12, 2006**.

Approved as to form:
Atlas & Hall LLP
By: [Signature]
Date: 3-26-07

ATTEST:
[Signature]
Arturo Guarjardo, Jr., County Clerk
Date: 4/4/07

Software License Agreement

Between
COLUMBIA ULTIMATE, INC.
4400 NE 77th Avenue Suite 100
VANCOUVER, WASHINGTON 98662
360-260-5838
Hereafter RevQ

And
HIDALGO COUNTY, TEXAS
100 North Clossner, 1st Floor
Edinburg, TX 78539
1-956-318-2079
Hereafter Customer

This Software License Agreement ("Agreement") is made by and between RevQ and Customer. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **BACKGROUND.** RevQ, a subsidiary of Columbia Ultimate, Inc. an independent software sales, development, re-seller and consulting company licensed in the State of Washington. RevQ owns a copyright and holds all ownership rights to a series of computer programs collectively known as Revenue Results. Customer is licensing Revenue Results from RevQ which will be used in the operation of its business. Customer is aware that RevQ does not manufacture nor maintain any hardware or networks.
- II. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:
 - A. **"Workstation Software"** means any Revenue Results software loaded onto any Hardware to access the Server.
 - B. **"Documentation"** means the tangible or intangible information necessary for the use, planning, operation and maintenance of the Software, including but not limited to the Revenue Results User Guide manual.
 - C. **"Hardware"** means any piece of tangible equipment used for the purpose of running Software.
 - D. **"Product(s)"** means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement.
 - E. **"Release"** means an update of the Software, subsequent to the initial delivery of the Software, in which RevQ provides multiple new features and functionality to the Software. A Release will have updated Documentation, a new Release number, and by its nature will include any accumulated corrections which make the Software conform to the Documentation, or any improvements in the performance of the Software.
 - F. **"Server"** means all the inclusive attributes of the Revenue Results software residing on the Hardware used to store the database and Revenue Results software application.
 - G. **"Software"** means Revenue Results Server and Workstation Software and any ancillary products used in collection of outstanding credit obligations.
 - H. **"Upgrades"** means an update to the Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Software conform to the then current Documentation, any improvements in the performance of the Software, any minor new feature or functionality which were not formerly functions of the Software.
- III. **SCOPE OF LICENSE.**
 - A. RevQ grants to Customer a nonexclusive, nontransferable license for the Software. RevQ continues to own all rights to the copy of the Software licensed to the Customer under this Agreement along with any and all copies that the Customer is authorized to make.
 - B. Customer's rights to use Software are specified in this Agreement, and RevQ retains all rights not expressly granted in this Agreement.
 - C. Customer may make one back-up copy for disaster recovery use.
 - D. RevQ will put the Software in Escrow at a mutually agreed on location, at the Customers request and at the Customers initial and on-going expense under a separate written agreement.

Software License Agreement

- E. The Software is and at all times shall remain the sole property of RevQ. The ownership is protected by the copyright laws of the United States and by international treaty provisions. Nothing in this Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.
 - F. Unless agreed to in advance in writing by RevQ, Customer shall not assign, rent, lease, or otherwise sublet the Software or any part thereof to any third party, and Customer shall not use the Software for any purpose other than expressed in this License.
 - G. The Software is licensed to Customer so that only one copy of the Server is in use at any given moment and that the Customer will only access the Server up to the maximum Workstation Software licenses the Customer has purchased from RevQ.
 - H. The data populated by the Customer is solely owned by the Customer. RevQ will not use any Customer data elements in any form.
 - I. Upgrades and Releases of the Software currently licensed to the Customer will be offered to the Customer at no additional charges as long as they have a valid and current Support agreement. If a CD is requested, then Customer is responsible for the freight charges.
- IV. **TERM AND TERMINATION.**
- A. The term of this License shall begin upon the delivery of the Software and shall remain in force until terminated in accordance with the terms of this Agreement.
 - B. This Agreement may be terminated, at RevQ's discretion, if payment for Software license fees is not made to RevQ when due as defined on RevQ's purchase order.
 - C. This Agreement can be terminated by the Customer with 30 days written notice.
 - D. Upon termination of this Agreement, Customer shall promptly return all copies of the Software and accompanying written materials to RevQ.
- V. **FEES AND CHARGES.**
- A. Unless otherwise specified on the invoice, all payments shall be due upon invoice and shall be deemed late if not paid within thirty (30) days from the date of Customer's receipt of invoice. Prices and fees are exclusive of, and Customer shall be solely responsible for paying, all sales, use, excise and similar taxes relating to the sale or license of the Software.
 - B. Products or services requested by Customer in addition to those specified in this Agreement will be billed to Customer at RevQ's then current rates.
 - C. Freight charges will be billed as incurred at the then current ground shipping rates unless Customer requests additional methods of transportation.
- VI. **SERVICES AND SUPPORT**
- A. No services come with the licensed software unless specified in the Purchase Order below. If the Customer would like additional on-site, electronic, or telephone services setting up the software, the Customer can make arrangements with RevQ based on the availability of RevQ personnel at the then current rates for that service under a separate written agreement.
 - B. RevQ provides no Software support under this license Agreement. Revenue Results support is available through a separate support agreement.
- VII. **CONFIDENTIALITY.** Customer shall take all reasonable steps necessary to ensure that the Software and related documentation, or any portion thereof, on magnetic tape, disk, or memory or in any form, are not made available by Customer or by any of its employees to any organizations or individuals not licensed by this Agreement to make use thereof. Customer warrants that all those individuals having access to the Software and related documentation under this License shall observe and perform this non-disclosure covenant. In particular, Customer recognizes the proprietary nature of Software and the related documentation and, in connection with the Software and related documentation, agrees as follows: (a) to instruct its employees having access to Software and related documentation not to copy or duplicate programs or make disclosure with reference thereto or of any components thereof to any third party; and (b) to effect normal security measures to safeguard Software and related documentation from theft or from access by persons other than its own employees using the Software and related documentation for Customer's own requirements. The obligations of Customer under this Section shall survive the termination of this License for three (3) years following termination of this Agreement.

Software License Agreement

VIII. LIMITED WARRANTY.

- A. RevQ warrants that it has the right to license the Software to Customer under terms of this License and RevQ does not infringe upon the rights of any third parties and that the Software does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.
- B. RevQ warrants that the Software will perform substantially as described in the Documentation which is outlined in the Revenue Results User Guide at the time of the execution of this Agreement, provided such Software is used on hardware that meet the minimum specifications made available by RevQ at the time of the execution of this Agreement. This warranty will expire thirty (30) days from the delivery date of the Software.
- C. In the event the Software does not so perform, RevQ's sole obligation in case of any breach of this warranty shall be to repair or replace, at RevQ's option, any component of the Software which does not perform as documented.
- D. Except as specifically provided herein, RevQ shall have no liability to Customer or any other party because of the failure of the Software to so perform and RevQ does not warrant that the functions contained in the Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free. RevQ assumes no responsibility for Software which has been altered or modified, except if altered or modified by RevQ.
- E. **RevQ disclaims all other expressed or implied warranties, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, and implied warranties arising by usage of trade, course of dealing, or course of performance.**
- F. **In no event shall RevQ be liable for any indirect, special, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, cost of overhead or any substitute service, claims of Customer's Workstation Software for such damage or other economic damages, including without limitation loss in connection with or arising out of the use of the Software or the Services provided for in this Agreement, even if RevQ has been advised of the possibility of such damages.**

IX. INDEMNIFICATION.

- A. **Proprietary Rights** -- RevQ shall defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software furnished by RevQ hereunder infringes a U.S. Patent, copyright or trade secret, if RevQ is notified promptly in writing of such action and if RevQ shall have sole control of its defense and negotiations for settlement. If Customer's use of the Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the License for the infringing Software and refund the balance if any of license fees paid for the Software, prorated over a 3-year term from the commencement of the licensed Workstation Software. RevQ shall not be liable for infringement of any right resulting from use of the Software in a manner for which it was not specified. The foregoing states the entire liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.
- B. **General** -- RevQ agrees to indemnify, defend and hold harmless Customer and its officers, directors, agents, employees, corporate parents, affiliates and subsidiaries (the "indemnified parties"), and to require all subcontractors to release, indemnify and hold the indemnified parties harmless from and against any and all claims for damages, losses and expenses (including attorney's fees) arising out of this Agreement to the extent that any such claim, damage, loss, or expense is (i) attributable to bodily injury, including death or damage or destruction of tangible, real or personal property, and (ii) is caused by any willful or negligent act or omission on the part of RevQ, its agents or anyone directly or indirectly employed by any of them. **NOTWITHSTANDING THE ABOVE, REVQ SHALL BE RESPONSIBLE ONLY FOR DIRECT LOSSES, EXPENSES OR DAMAGES, AND SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.**

- X. **DISPUTE RESOLUTION.** If any controversy or claim arises out of or relates to this Agreement, or the breach thereof, the parties agree that senior management will attempt in good faith to settle the controversy or claim within ten (10) business days. If said controversy or claim cannot be settled through such senior management intervention, either party may initiate action in a court of competent jurisdiction.

XI. DEFAULT.

Software License Agreement

- A. RevQ shall be deemed to be in default if the Software does not perform as documented in the Revenue Results User Guide and cannot be brought into compliance with the documentation within a reasonable period of time.
- B. Customer shall be deemed to be in default if payment is not made in accordance with this Agreement.
- C. Customer shall be deemed to be in default if an attempt is made to transfer the Software, without the approval of RevQ, or if in violation of Section III subsection F of this agreement.

XII. REMEDIES AFTER DEFAULT.

- A. This Agreement may be deemed terminated at the sole discretion of the non-defaulting party.
- B. All materials supplied to the Customer by RevQ shall be returned if this Agreement is terminated.

XIII. MISCELLANEOUS.

- A. Force Majeure. No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. Binding Effect. This Agreement inures to the benefit of and is binding upon heirs, executors, administrators, successors and assigns of the parties hereto.
- D. Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.
- E. Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.
- F. Compliance. The Customer shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.
- G. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed to by both parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date indicated. This Agreement is subject to the terms and conditions attached hereto and which are made a part hereof and which the parties acknowledges to have read.

Hidalgo County
Authorized Signature

By: _____

Print Name: JUAN D. SALINAS, III

Title: COUNTY JUDGE

Date: _____

RevQ

By: _____

Print Name: Bruce Randall

Title: President - RevQ

Date: April 11, 2007

Software License Agreement

PURCHASE ORDER

- Software will be shipped once Purchase Order is received from SHI. Payment is due 30 days from Customer's receipt of Software and applicable invoice.
- All RevQ products and services are sold F.O.B. shipping point; however RevQ will prepay and invoice Customer for freight charges.
- As agreed above, all applicable taxes are solely the responsibility of the Customer.
- Subsequent purchases are based upon the current list prices.
- Subject to interest charges if not paid within the agreed upon time frame.

Customer Purchase Order #	573033
SHI Purchase Order #	
SHI DIR #	DIR SDD 294
Purchase Order Date	

QTY	DESCRIPTION	TOTAL
10	Revenue Results Software Licenses	\$ 46,500.00
	Revenue Results Documentation	Incl.
	Data Conversion/Interface UIF Consulting (From/with Existing System)	5,000.00
	On-site Collections Process and System Integration Analysis (Includes Statement of Work)	3,000.00
	System Setup & Best Practices Training (Interactive via the Internet)	2,400.00
	On-site User Training (2 days) 3,000.00 (Concurrent with Go-Live)	
	Online Follow-up Training Incl.	
	Technical Implementation Services	Incl.
	Project Management	2,325.00
	Travel Expenses	3,000.00
Total Purchase Price		\$ 65,225.00

* See Support Agreement for more information regarding this.

Software License Agreement

EXECUTED as of the day and year first written above.

Approved by Commissioners Court on **September 12, 2006**.

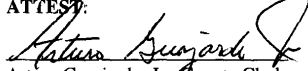
Approved as to form:

Atlas & Hall, LLP

By: 

Date: 3-26-07

ATTEST:


Arturo Guarjardo, Jr. County Clerk

Date: 4/4/07