

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”) by and between the following:

LICENSOR: SHAH SOFTWARE, INC.
 13601 PRESTON RD, SUITE E 450
 DALLAS, TX 75240
 (800) 968-2748
 (432) 224-1014 (FACSIMILE)

LICENSEE: COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 PO BOX 204
 EDINBURG, TX 78540

PHONE: 800-522-4021

RECITALS

WHEREAS Licensor develops and markets web based computer software applications (on demand software) for Client Tracking commonly referred to “CaseManager - NewGen ”, and

WHEREAS Licensee desires to acquire a license to upgrade their current Client Tracking software and Licensor desires to grant Licensee the license.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. “Software” means Licensor’s core web-based software application for Client Tracking, Project Tracking known as “**CaseManager – NewGen**”. Software as used herein shall also include any options or modules added to the core application as identified on Exhibit B hereto, incorporated herein, which may include linking to Hardware and custom modules.

1.2. "Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3. “Hardware” means the optional hardware, if any, identified on Exhibit C, attached hereto and incorporated herein, procured for Licensee by Licensor.

1.4 "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license(s) granted under this Agreement and the right to use the Software and the Documentation, as further described herein and on Exhibit A.

2. GRANT OF LICENSE

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use the Software exclusively for Licensee's business purposes and to use the Documentation solely in connection with Licensee's use of the Software, for use only by the number of licensed users permitted on Exhibit A.

2.2. License Restrictions. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee will not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee will not grant access to the Software to any persons or entities other than Licensee's employees, consultants, or contractors and then only to the number of licensed users specified in Exhibit A. Licensee may not sell the Software or right to use the Software to any person or make any other commercial use of the Software. Licensee will retain all copyright and trademark notices on the Software and Documentation and will take other necessary steps to protect Licensor's intellectual property rights.

3. FEES & COSTS

3.1. License Fees. In consideration for the License granted to Licensee under this Agreement, Licensee shall pay Licensor:

- (a.) Annual License Fee The fee provided in Exhibit A attached hereto, and incorporated herein, annually, in advance for each term of this Agreement, which includes the Software license fee, annual maintenance and support, web hosting fee and the fees for any additional module or component identified on Exhibit B.
- (b.) Initial Set-up, Account Creation, Software Upgrade and Map Licensing. A one-time, non-reoccurring fee of NA payable on or after the Effective Date but prior to the Commencement Date.

3.3 Taxes. In addition to other amounts payable under this Agreement, Licensee will pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the software or the payment of the License Fee or Hardware costs to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges will be paid by Licensee or Licensee will provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee will promptly reimburse Licensor any such amounts.

4. LICENSOR'S OBLIGATIONS

4.1. Deliverables. On the Commencement Date or Conversion Date specified in Exhibit A of this Agreement, Licensor will provide (i) access to the Software, limited to the number of users as specified in Exhibit A, for Licensee's use, together with the Documentation.

4.2. Support and Maintenance. For so long as Licensee subscribes to the Software, and for so long as Licensor offers support and maintenance for users of the Software, Licensor will provide Licensee with telephone technical support, software upgrades as developed, webinars on request in connection with Licensee's use of the Software included in Licensee's annual license fee.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective on the Effective Date first specified above. The license granted under this Agreement becomes effective on the Commencement Date/ Conversion Date specified in Exhibit A. The initial term of this Agreement shall be one (1) year from the Commencement Date/Conversion Date specified in Exhibit A. Unless sooner terminated as set forth in Sections 5.2 and 5.3, below, the Agreement will automatically renew with a 5% annual increase and continue in effect for subsequent one (1) year terms immediately upon the expiration of the then current term until the expiration of Licensor's rights in the Software.

5.2. Termination for Convenience. Licensor or Licensee may terminate the Agreement at any time and from time to time on thirty (30) days' prior written notice to the other. Licensor's notice of any termination for convenience must be accompanied by a refund of any prorated payments received by Licensor in advance for months beyond the termination date. Licensor may also terminate this Agreement as to any additional modules, applications, or components in excess of the core application (as identified on Exhibit B) upon thirty (30) days' written notice (without discount or refund) if (i) Licensor's core software application no longer supports such additional modules, applications, or components or (ii) Licensee fails to upgrade any Hardware or acquire additional hardware necessary to make such modules, applications, or components compatible with Licensor's core application software.

5.3. Termination for Cause. Either party, as applicable, will have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- a. By Licensor, on 3 days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
- b. By Licensor, on 15 days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, merger, or otherwise;
- c. By either party for any material breach of this Agreement, other than failure to make payments under Section 3, that is not cured within 10 days of receipt by the party in default of a notice specifying the breach and requiring its cure; or
- d. By either party, immediately on written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days; or (iii) the other party is adjudged bankrupt.

5.4. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Software or

Documentation, including, without limitation, terminating Licensee's access to the Software. Sections 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

6. WARRANTIES, DISCLAIMER, AND LIMITATIONS

6.1. Warranties.

(a.) Software and Documentation. Licensor hereby warrants to Licensee that Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party.

(b.) Third Party Goods or Services. To the extent the items delivered pursuant to this Agreement include any product developed, manufactured, or delivered by a person or entity other than Licensor, including but not limited to goods, services, software, licenses, applications or code, mobile data computers, tablets, or terminals, LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. All such third party products are delivered and accepted by Licensee "AS-IS, WHERE-IS, and with ALL FAULTS."

6.2. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. Remedies on Breach of Warranty. In the event of any breach of the warranty set forth in this Section 6, Licensee's exclusive remedy will be for Licensor to refund the license fees actually received from Licensee and applicable to service dates from the date of breach forward.

6.4 Limitation of Liability. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION

IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, is the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will:

- a. safeguard the confidential information with the same degree of care that it uses to protect its own confidential information;
- b. maintain the confidentiality of this information;
- c. not use the information except as permitted under this Agreement; and
- d. not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that:

- a. Is already lawfully in the Licensee's possession (unless received pursuant to a nondisclosure agreement);
- b. Is or becomes generally available to the public through no fault of the Licensee;
- c. Is disclosed to the Licensee by a third party who may transfer or disclose such information without restriction;
- d. Is required to be disclosed by Licensee as a matter of law (provided that the Licensee will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore);
- e. Is disclosed by the Licensee with the disclosing party's approval; and
- f. Is independently developed by the Licensee without any use of confidential information.

In all cases, the receiving party will use all reasonable efforts to give the disclosing party 10 days' prior written notice of any disclosure of information under this agreement.

7.3. Injunctive Relief for Breach. Licensor and Licensee acknowledge that any breach of Section 7.1 by a receiving party will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief, without the requirement to post a bond, in addition to any other remedies that Licensor may have at law or in equity.

8. GENERAL

8.1. Assignment. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement will be binding on the successors and assigns of Licensee.

8.2. Entire Agreement. This Agreement, along with the Exhibits attached and referenced in this Agreement, including Licensor's "Terms and Conditions" attached hereto as Exhibit D as may be amended from time to time, constitute the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

8.3. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed as provided on page 1 of this Agreement or such other address as the parties may provide to the other in writing.

8.4. Governing Law and Jurisdiction. The license is sold and delivered in Hidalgo County, Texas. This Agreement will be governed by and construed in accordance with Texas law, without regard to the principles of conflict of laws. Venue shall be proper only in Hidalgo County, Texas.

8.5. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

8.6. Attorney's Fees. To the extent permitted under the Constitution and laws of the State of Texas, in the event of any dispute between the parties arising out of this Agreement, a party awarded damages or a permanent injunction will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

IN WITNESS, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR: **SHAH SOFTWARE, INC.**

By: _____
Jagat Shah, President

LICENSEE: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

NO. OF LICENSED USERS: **TWENTY SIX**

SCAN SPACE: **50 MB**

YEARLY LICENSE FEE: - **\$9500**
5% Increase on subsequent license renewal
as mentioned under section 5.1

COMMENCEMENT/CONVERSION DATE: _____

Licensee's Initials: _____

EXHIBIT B

ADDITIONAL APPLICATIONS OR MODULES:

ONE WEBINAR STAFF TRAINING - INCLUDED

Licensee's Initials: _____

EXHIBIT D

TERMS OF USE

User agrees to abide by these terms of use, as may be changed from time to time upon notice in the Licensor's sole discretion.

Disclaimers. USER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE; ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE, OR DATA PROVIDED BY LICENSOR AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE; OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA, OR SERVICES FURNISHED HEREUNDER. USER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE.

Although Licensor has attempted to find and correct any bugs in the software, Licensor is not responsible for any damage or losses of any kind caused by the use or misuse of the programs. Licensor shall not be liable nor deemed to be in default of this Agreement for any delays, errors, malfunctions, compatibility problems, or breakdowns with respect to the system, equipment, data, or services provided hereunder or used in connection herewith.

Payment. User shall pay to Licensor in advance the fees pursuant to its License Agreement. Licensor shall notify User of any rate increase at least ten (10) days before same takes effect. Failure of Licensor to issue any invoice or bill shall not relieve User of the obligation to pay for any charge owed Licensor hereunder. User shall pay all fees and other charges within the earlier of fifteen (15) days from the receipt of an invoice or, for a renewal license term, three (3) days of the start of the license term. In the event that User fails to pay any amount within thirty (30) days of the date due, Licensor shall be entitled to interest on the amounts due at the highest rate allowed by law from the date due until payment in good funds is received by Licensor. Licensor shall also have the right to terminate User's access, without notice, if any invoice remains unpaid for more than thirty (30) days. User shall pay all sales, use, personal property, excise, license, and any other taxes or similar fees, charges, or assessments which arise as a result of User's use of the software.

Notice. All notices, requests, demands, or other communications hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail, or facsimile (upon electronic confirmation that the transmission was received), and shall be deemed to have been given when received at the addresses stated on this invoice. Any notice provided by facsimile which is received after 4:00 p.m. local time shall be deemed received the following business day. A party may change its addresses for notice on not less than ten (10) business days' prior written notice to the other party.

Confidential & Proprietary Information. User understands that the information it has access to through the right of access to Licensor's software and/or facilities is of a confidential and proprietary nature, and User may hereinafter have access to other information of Licensor which is of a confidential and proprietary nature and could result in irreparable harm to Licensor if any such confidential or proprietary information is directly or indirectly: (1) used by User for any purpose other than as specifically set forth herein; or (2) disclosed to any third party. Accordingly User agrees not to use the information for other purposes or disclose or allow access to such information or software to any third party. User agrees that a breach of these conditions shall be grounds sufficient for immediate termination of its use and legal as well as injunctive relief.

Modifications. Licensor retains the right, in its sole discretion, to enhance, modify, or alter the operation of the software at any time and further retains the

right to make such enhancements, modifications, or alterations generally available to other users of the software.

Title. Title and full and complete ownership rights to all Licensor's owned or developed software (including source and object code) and other technical specifications, addresses, or configurations (collectively the "Software") associated with or contained in the system or used by User in connection herewith shall remain with Licensor. User understands and agrees that Licensor's owned or developed Software is Licensor's trade secret, proprietary information, and confidential information whether any portion thereof is or may be validly copyrighted or patented. Any Software provided to User is provided by license only, and such license is personal, nonexclusive, nontransferable, and limited to the right to use such Software only according to guidelines established by Licensor from time to time. Such Software shall be utilized by User only in accordance with these Terms of Use and shall not be copied, duplicated, reproduced, manufactured, decompiled, reverse engineered, incorporated into any software (including any source code, object code, or algorithms), modified or disclosed in any form by any media to any other person or party. User agrees to abide by any terms imposed by any third party that has directly or indirectly licensed Licensor to use Software in relation hereto.

Miscellaneous. Nothing herein is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

The captions herein are for convenience only and in no way define, limit, or enlarge the scope of any of the provisions therein.

No waiver by either party of any provision or any breach of this agreement constitutes a waiver of any other provision or breach, and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

Except for User's obligation to make payments hereunder, neither party will be deemed in default as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third-party suppliers, or for any other cause beyond the control of that party.

User shall not sell, assign, license, sublicense, franchise, or otherwise convey in whole or in part to any third party any of the services provided hereunder without the prior written consent of Licensor.

This is a nonexclusive agreement. Similar agreements may be entered into by either party with any other person.

This agreement shall be governed by, construed, interpreted, and enforced according to the laws of the State of Texas, without regard to principles of conflict of laws and rules. Each party hereby consents to the nonexclusive jurisdiction of the courts of the State of Texas and United States federal courts located in the State of Texas to resolve any dispute arising out of this agreement.

In the event that any material provision of these terms are determined to be invalid, unenforceable, or illegal, then such provision shall be deemed to be superseded and the parties' agreement modified with a provision which most nearly corresponds to the intent of the parties and is valid, enforceable and legal.