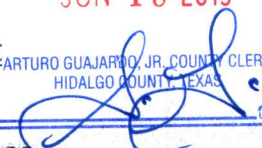


Courthouse Technologies, Ltd.
Software Subscription and Service Agreement

FILED
AT 3:00 O'CLOCK P. M
JUN 18 2019
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY  DEPUTY

The **Hidalgo County District Court (the "Customer")** and **Courthouse Technologies, Ltd. ("CHT")** agree that this Agreement and the Attachments hereto (which Attachments are incorporated by reference to this Agreement) is made in accordance with the Texas Department of Information Resources (DIR) contract # **DIR-TSO-4037** the terms and conditions of which are herein incorporated by reference. These documents form the complete and exclusive statement of the agreement between the parties and supersedes any prior oral or written communications between the parties relating to the subject matter of this Agreement

The Customer accepts the terms of these documents by 1) signing the Agreement, 2) using the products and services provided in respect of this Agreement, or allowing others to do so, or 3) making any payment in respect of this Agreement. Additional or different terms in any written communication from the Customer (such as an order) are void.

Any references to the "CHT Customer Agreement" or "this Agreement" indicated in Attachment shall be to this Software Subscription and Service Agreement together with the Attachment and all Exhibits (as such term is defined in the Attachment).

Courthouse Technologies, Ltd.
#310 - 601 West Cordova St.
Vancouver, BC V6B 1G1
Canada
Facsimile No.: (604) 685-2991

Hidalgo County District Court
100 N Closner Blvd.
Edinburg, TX 78539
USA
Facsimile No:


Name: Scott Kerr

Title: President

Date: 2019/06/06



Name: Richard F. Cortez
Title: County Judge

Date: _____

APPROVED BY
COMMISSIONERS' COURT
ON: 6/6/19 

TERMS AND CONDITIONS

1. CHT Software, Supplied Products, and Services - Definitions

1.1. CHT Software. The term "CHT Software" means the computer programs in machine-readable, object code form that are licensed by CHT to Customer as provided for in this Agreement, which CHT Software does not include "Supplied Products" being third party software that is separately licensed to Customer by the third party provider thereof but, for the purposes of this Agreement, as appropriate, the term CHT Software shall include all manuals and other documentary materials provided to Customer by CHT hereunder.

1.2. Services. The term "Services" means those system support services that CHT delivers or otherwise makes available to the Customer including those Services that are standard to all customers or customized to Customer specific requirements.

1.3. CHT Deliverables. The "CHT Deliverables" are collectively the CHT Software, Supplied Products, and Services that CHT agrees to provide to the Customer. The CHT Deliverables as well as CHT's responsibilities and performance period are described in "Exhibits" which include but are not limited to statements of work, supplements, schedules, addenda, and change authorizations, which are also part of this Agreement. If there is a conflict among the terms in the various documents, those of an Exhibit prevail over those of this Agreement.

1.4. Customer Materials. The term "Customer Materials" means, collectively, any materials or information including, but not limited to, customer data, software programs, database designs, documentation, reports, drawings and similar works that the Customer may own or license from third parties and that the Customer provides to CHT for the purpose of performing the Services.

2. Charges and Payment

2.1. All fees and charges including Subscription Fees are described in Exhibit A, "Statement of Work" and Exhibit B "Statement of Work". Charges for Services, Supplied Products, or changes to the CHT Software, not described in either Exhibit, if any, shall be charged at CHT's prevailing, published rates.

2.2. Fifty percent (50%) of Year 1's Subscription Fees detailed in Exhibit A are payable upon the commencement of the project. The remaining Year 1's Subscription Fees (50%) are payable upon the first summons mailing via the SummonsDirect service. All subsequent Annual Subscription Fees as set out above are payable upon the anniversary of Year 1's first summons mailing. All charges as set out above are payable within thirty days of receipt of an invoice from CHT. All duties, sales, use and personal property taxes, or similar charges, excluding those based on CHT's net income, upon any transaction under this Agreement, will be in addition to the fees and shall be paid by Customer as specified in the invoice. Unless CHT specifies otherwise, all amounts are in United States Dollars (US\$).

2.3. Customer agrees with Courthouse that in the event of a failure by the Customer to achieve a Milestone set out in the agreed Project Implementation Schedule (as referred to in the Statement of Work), which results in a delay beyond the originally agreed Project Implementation Schedule, Courthouse will be entitled to charge an additional management extension fee for each week (or part thereof) of delay. The management extension fee shall be in an amount equal to a weekly pro rated portion of HALF the Annual Subscription Fee, which shall be calculated with reference to the period contemplated by the Project Implementation Schedule and be invoiced monthly commencing from the scheduled end of the Project Implementation Schedule and be chargeable until the project is completed.

3. Grant of License

3.1 Subject to the terms and conditions of this Agreement and compliance therewith by Customer, CHT hereby grants to the Customer a non-exclusive, nontransferable, license to access and use the CHT Software. The CHT Software is licensed to Customer on a County-wide subscription basis. This license specifically includes all facilities, departments, agencies, and courts operated in whole or in part by the Customer and all 3rd party vendors under contract to the Customer to provide information technology services of any kind. Except as otherwise provided in this Agreement, the Customer will not, by itself or through any affiliate, agent or third party, directly or indirectly:

3.1.1. reverse engineer, decompile, disassemble alter or tamper with the CHT Software, in whole or in part, or otherwise obtain or attempt to obtain the source code for the CHT Software;

3.1.2. sell, lease, loan, exhibit, donate or otherwise transfer any CHT Deliverables or allow access to the CHT Software by any party;

3.1.3. permit any party to benefit from the use or functionality of the CHT Software via a timesharing, service bureau or other arrangement;

3.1.4. transfer any of the rights granted to Customer under this Agreement or license granted hereunder including without limitation, by way of sublicense; or

3.1.5. obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or other confidential or proprietary notices or legends on or encoded in the CHT Software or otherwise on the CHT Software.

3.2 The Customer warrants to CHT that the Customer is the proper corporate and legal authority to provide Customer Materials and that the provision of Customer Materials to CHT does not infringe on a patent or copyright or violate any trade secret or license or other trade agreement of any third party.

3.3 CHT shall have the right to periodically conduct audits at the site of Customer upon reasonable advance written notice to verify the Customer's compliance with the terms of this Agreement. CHT shall also have the right at any time it reasonably suspects or believes the Customer may be in non-compliance with

the restricted use provisions of this Agreement or limitations of scope of license granted hereunder to require a sworn statutory declaration, certificate, or affidavit of a senior representative of the Customer regarding compliance by the Customer to the terms of this Agreement, in form and substance satisfactory to CHT, which certificate will be provided in forty-eight hours of written request therefor from CHT.

- 3.4 The CHT Deliverables provided hereunder and, where applicable, all copies thereof, are proprietary to CHT and title thereto remains in CHT. Other than the rights in and to the CHT Deliverables granted to Customer under this Agreement, Customer acquires no rights in the CHT Deliverables, or any part thereof, including without limitation, any patents, copyrights, trademarks, trade secrets or other intellectual property embodied therein. Customer acknowledges that CHT claims that the CHT Deliverables contain valuable proprietary information and trade secrets developed by CHT. All rights not expressly granted to Customer under this Agreement are reserved by CHT and or its licensors.
- 3.5 Customer shall be responsible for entering into and complying with the terms of all license agreements with third party suppliers in connection with the Supplied Products.

4. Term and Termination

The term of this Agreement, the "Term", and the license set forth in paragraph 3 shall commence on the date of this Agreement and shall continue for a period of three (3) years from the date the first summons is mailed with two (2), one (1)-year options to renew in accordance with the following provisions.

- 4.1 At any time during the Term, the Customer may elect to purchase the CHT Software at CHT's prevailing, published rates;
- 4.2 Upon the conclusion of the Term, the Customer may elect to renew the Subscription for an additional term at CHT's then prevailing, published rates;
- 4.3 CHT may terminate this Agreement and the license of the CHT Software:
- 4.3.1 if the Customer defaults in the performance of or compliance with any of its obligations under this Agreement other than those set out in section 4.3.3 below, and such default is not remedied or cured within thirty (30) days after CHT delivers notice specifying the default; or
 - 4.3.2 immediately if the Customer files a petition in bankruptcy or under any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under applicable bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of Customer; or if the Customer ceases to conduct business in the normal course; or
 - 4.3.3 immediately if Customer fails, intentionally or unintentionally to abide by the restricted use or confidentiality provisions of this Agreement or exceeds the scope of the license granted hereunder.
- 4.4 CHT may also terminate this Agreement pursuant to section 6.3.

4.5 Customer may terminate this Agreement:

- 4.5.1 immediately if CHT files a petition in bankruptcy or a petition to take advantage of any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under the bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of CHT seeking reorganization or arrangement of CHT under the bankruptcy laws or any other applicable law or statute; or ceases to conduct business in the normal course; or
 - 4.5.2 CHT commits a breach of this Agreement, unless CHT cures the breach within thirty (30) days after delivery of the notice of breach by Customer to CHT.
 - 4.5.3 Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
 - 4.5.4 Without cause at the end of any subscription year upon thirty (30) days written notice.
- 4.6 Upon termination of this Agreement for whatever reason the license granted pursuant to paragraph 3 hereunder shall immediately terminate. The Customer shall immediately cease use of the CHT Software and destroy (and in writing certify such destruction) or return to CHT all copies of the CHT Software then in the Customer's possession or control within five (5) days after termination, and, unless termination is as a result of the provisions of section 4.5, shall immediately pay CHT all outstanding fees then owing under this Agreement.

5 Force Majeure

CHT and Customer shall not be liable in damages or have the right to terminate this Agreement for any delay or default in performance under this Agreement if such delay or default is caused by conditions beyond that party's reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license) strikes, labor disputes, war, missile attacks, civil commotion, accidents, explosions, falling aircraft, equipment deliveries, shortages of materials, labor or transportation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement.

6 Patent and Copyright Matters

6.1 The Customer will promptly notify CHT of any claim or suit involving the Customer in which infringement is alleged and cooperates fully with CHT and permits CHT to control completely the defense, settlement or compromise of any such allegation of infringement.

6.2 CHT shall have no liability to the Customer with respect to any claim of patent or copyright infringement or violation of any trade secret or license or other trade agreement, which is based upon the combination, or utilization of the CHT Deliverables with Customer Materials or which arise out of the Supplied Products or any breach by Customer of third party license for such Supplied Products to the extent permitted under the law. In any claim against CHT, or a claim against Customer (the "Claimee"), the Claimee will notify the other party promptly regarding the circumstances of the claim.

6.3 If after final adjudication, the CHT Software is found to be infringing of any third party intellectual property right, then CHT will have the right, at its option, to:

- 6.3.1 alter the CHT Software to make it non-infringing, provided that such altered non-infringing software will fulfill substantially the same function as the CHT Software fulfilled prior to such alteration;
- 6.3.2 obtain a third party license or settlement for the continued use by the Customer of such infringing CHT Software; or
- 6.3.3 terminate this Agreement and the license granted hereunder, provided that, in the case of termination, CHT agrees that it will refund to Customer all one-time fees paid by Customer to CHT pursuant to section 2.1.

7 Confidentiality

The Customer acknowledges that the CHT Deliverables contain valuable trade secrets of CHT. CHT developed the CHT Deliverables through the expenditure of substantial time, effort and money. CHT wishes to, and the Customer agrees to, maintain in strict confidence and withhold from disclosure to unauthorized persons any data or information concerning the CHT Software. The Customer hereby agrees that the CHT Software and any information, knowledge and factual data related to the CHT Software which may be imparted to the Customer by CHT at any time, or from time to time, will not be copied (except one back-up copy of the CHT Software is permitted) or communicated to any third party, except for information required by employees of the Customer for use only in performing their duties on behalf of the Customer and which is to be retained in confidence by such employees. This Agreement creates in the Customer a license to obtain and utilize the CHT Software for the limited purposes provided herein, but confers no right, title or interest in or to the CHT Software, which title shall continue to vest solely in CHT.

8 Warranty, Exclusion of Warranties

8.1 CHT warrants to the Customer that it has the right to license the CHT Software to the Customer as contemplated herein. The sole remedy of the Customer with respect to this warranty is as set out in section 6.3.

8.2 CHT warrants that the delivered software will function in accordance with the specifications described in the Exhibits that form part of this Agreement.

8.3 In the event of significant malfunction of the CHT Software, provided that the Customer promptly notifies CHT hereof, CHT will use all commercially reasonable efforts to correct any fault occurring in the CHT Software, other than faults caused by the intentional or negligent acts of the Customer or the Customer's employees or independent contractors, or by the malfunction of the Customer's equipment, or Customer Materials.

8.4 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND CHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CHT DELIVERABLES INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CHT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CHT SOFTWARE WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE CHT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CHT SOFTWARE IS WITH CUSTOMER. THE REMEDIES PROVIDED FOR IN THIS AGREEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

9 Limitation of Liability

To the extent permitted under the law, in no event shall CHT be liable, whether based on breach of warranty or contract, in tort or strict liability or otherwise, for (a) any damages arising from performance or nonperformance of the CHT Software, (b) any lost profits, loss of use, or other consequential or incidental damages, even if CHT has been advised of the possibility of such damage, or (c) any claim against the Customer by any other party with respect to infringement of the rights of others. In no event shall CHT's liability to the Customer for any cause related to this Agreement or the CHT Software exceed the license fee paid by the Customer to CHT pursuant to this Agreement.

10 Independent Contractor/Personnel

CHT, in the performance of this Agreement, is acting as an independent contractor and both parties assume full responsibility for their acts and for compliance with any applicable employment, tax laws and with respect to employees. Without limiting the generality of the foregoing, each party is responsible for the supervision, direction, and control of their respective personnel. CHT reserves the right to determine the assignment of its personnel. CHT may subcontract a Service, or any part of it, to subcontractors selected by CHT.

11 Severability

In the event any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof and such remaining provisions shall be valid, legal and enforceable.

12 Entire Agreement

This Agreement constitutes the entire understanding of the relationship between the parties. No prior or contemporaneous representation or agreement outside of this Agreement shall have any effect whatsoever on the terms hereof.

13. No Assignment

This Agreement may not be assigned by the Customer without the prior written consent of CHT.

14. Notices.

All notices required or permitted under this Agreement will be in writing and sent to the other party at the address specified below or to such other address as either party may substitute from time to time by written notice to the other and shall be deemed to be validly given upon receipt of such notice given by personal or courier delivery or by facsimile to the addresses and facsimile numbers set out on page 1 of this Agreement.

15. Data Security

CHT will keep the data secure in accordance with industry standards.

16. Ownership and Use of Data

All juror information, records, documents, files, data, and other items relating to the business of the Customer, including but not limited to the Michigan Secretary of State data file, qualified juror and contact list, and juror history, coming into the possession of CHT in connection with performing the services or otherwise during the term of this Agreement shall remain the exclusive property of Customer. Upon termination of this agreement, all juror data, including but not limited to qualified jurors and juror payment and attendance history, will be returned to Customer in CSV format or other mutually agreeable format.

17. Governing Law

All actions arising from this Agreement are governed by and subject to the laws of the State of Texas. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Hidalgo County, TX.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(con't signature page)

SERVICE AGREEMENT

Company's Name: Courthouse Technoloiges

Department: Hidalgo County District Clerk's Office

AI-70611 Approved on CC on 06/06/19

COUNTY OF HIDALGO

By: Richard F. Cortez

Richard F. Cortez, County Judge

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: [Signature]

Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 6/6/19 [Signature]

ATTEST:

By: Arturo Guarjardo

Arturo Guarjardo, County Clerk





**“Exhibit A” Statement of Work for
Implementation of Courthouse JMS,
Browser-based Jury Management System
Site Subscription
In Hidalgo County, TX
June 1, 2019**

Courthouse Technologies will implement Courthouse JMS, Courthouse SMS, Courthouse SummonsDirect, Courthouse IVR, Courthouse IDS, and Courthouse eResponse in Hidalgo County under the following terms.

Project Terms

CHT will...

1. Provide a subscription to use our system for: Courthouse JMS, Courthouse eResponse, Courthouse IVR, Courthouse IDS, Courthouse SMS, and SummonsDirect: our data cleansing, printing, and mailing service, and 1 CHT Source List Update service/year;
2. Provide the following CHT Software and Services:
 - **Courthouse JMS**, Jury Management System;
 - **Courthouse eResponse**, Interactive Web Response System;
 - **Courthouse SMS**, Text messaging service (maximum 100,000 texts/year);
 - **Courthouse IVR**, Interactive Voice Response;
 - **Courthouse IDS**, Image Data Capture System;
 - **Annual Source Update** whereby CHT will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year.
 - A subscription to **Courthouse SummonsDirect**, data cleansing and summons production/ mailing service.
 - The subscription to SummonsDirect is based on the Customer’s estimated annual summons or questionnaire production of 100,001 documents per year, the “Annual Estimate”.
 - If the number of documents actually produced annually with SummonsDirect (the “Actual”), exceeds the Annual Estimate, Courthouse Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue

month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.

- In the event the Actual is fewer than the Annual Estimate, Courthouse Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.
 - If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Courthouse Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
 - The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of CHT.
3. Provide the following Required Third-Party Products Required for Installation and Use of Courthouse JMS:
- SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Courthouse JMS;
 - Microsoft .Net Framework 4.X for use in connection with Courthouse JMS;
4. Provide the following CHT Services:
- Provide project management services to coordinate all aspects of the project;
 - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Courthouse JMS;

After the Business Requirements Review, CHT will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.

In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Courthouse shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual Subscription Fee.

- 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at CHT’s published, prevailing rates (prevailing rates are the published hourly rates CHT charges at the time of subsequent design iterations. Current rates are \$200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;
- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates CHT charges at the time of any change request. Current rates are \$200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
- Create a report in Courthouse JMS that displays the jurors in a pool, who do not have contact information (phone number or email) (\$3,000 value);
- Pipeline source list data from the Customer’s current jury management system to the Courthouse JMS database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
- Provide an expert Courthouse JMS installation resource for installation of Courthouse JMS in a training and a production environment;
- Provide a 3-hour, online System Administrator training session;
- Provide a 3-day User training session to the Customer’s staff at Customer’s premises;
- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- Provide an expert jury management “go-live” support resource (2 days) at Customer’s first “live” location during the first days that jurors report under the new system;
- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court’s “first-line” of support, which services will commence immediately upon completion of training;
- Provide additional customer support of Customer’s JMS environment (Test & Production) including JMS maintenance, JMS updates, environment troubleshooting, and source list updates;
- Provide warranty service wherein we will remedy (at our expense) any deficiencies (break/fix issues) with the software identified for its lifetime; and,

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with CHT;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist CHT and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Courthouse JMS;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Courthouse JMS are detailed;
- Assist CHT with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as “first-line” support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with CHT Support personnel;
- From time to time (if necessary) provide the assistance of the Customer’s IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer’s premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, database software, and other software for premise connectivity;
- At the Customer’s sole option, license and install the following optional Third-Party Software for use in connection with the CHT Software:
 - Google Maps API key; and,
 - Skype for Windows;
- Provide required USPS postal permit for use of SummonsDirect.
 - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
 - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
 - You will need to deposit and maintain funds on account with the USPS to cover postage.
- Pay fifty percent (50%) of Year 1 Subscription Fees at the commencement of this project. Pay remaining fifty percent (50%) of Year 1 Subscription Fees at the commencement of the first Year 1 summons mailing. All subsequent annual Subscription Fees will be paid on anniversary date of the Year 1’s first summons mailing;
- Subscribe to use these products and services for a minimum of three years at the stated price;

Subscription Project Costs

Description	Annual Charges
Site Subscription: Courthouse JMS	Included
Annual Support for ALL items subscribed to	Included
Business Requirements Review	Included
Project Management	Included
Installation	Included
Source List Conversion	Included
Source List Update (1 per year)	Included
Training (max 20 persons) ¹	Included
“Go-Live” Support ¹	Included
Site Subscription: Courthouse eResponse	Included
Site Subscription: Courthouse IVR	Included
IP-Based Phone Number (used for IVR and SMS)	Included
Site Subscription: Courthouse IDS	Included
1 Pegasus Imaging License	Included
System tailoring and setup (maximum 20 hours)	Included
Site Subscription: Courthouse SMS (max 120,000/year)	Included
Site Subscription: Summons-Direct	Included
Summons/Questionnaire Self-Mailer Forms:	Included
Qty. 100,001 (estimated annual supply)	Included
Initial form design and setup	Included
NCOA Data-Cleansing	Included
CASS Certification	Included
Form Production (1 side color/1 grayscale – 1 side dynamic info) Standard Size	Included
1 Perforation and Folding	Included
Imaging and Printing of Summons/Questionnaire	Included
Tabbing	Included
Mail preparation	Included
Use of Web Services for SummonsDirect	Included
Total Cost per questionnaire/summons (excludes postage)	<u>\$1.31</u> ²

Travel

Description	1-Time Charge
Travel Expenses – 2 trips @ \$2,200 each	\$4,400

¹ Travel Required

² Subscription is for a minimum of 3 years



**“Exhibit B” Statement of Work
Implementation of Off-Site Hosting
Courthouse JMS, IDS, IVR, eResponse, SMS, and
SummonsDirect
In Hidalgo County, TX
June 1, 2019**

Courthouse Technologies will host Courthouse JMS, Courthouse SummonsDirect, Courthouse SMS, Courthouse IVR, Courthouse IDS, Courthouse, and Courthouse eResponse for Hidalgo County, TX under the following terms.

Project Terms

CHT will...

- provide hosting for Courthouse JMS, Courthouse eResponse, Courthouse IVR, Courthouse IDS, Courthouse SMS, and SummonsDirect: our data cleansing, printing, and mailing service, and CHT Source List Update service;
- provide all server operating system and database licenses required for use of Courthouse JMS;
- maintain a test and production environment of Courthouse JMS;
- install, configure, maintain, and support upgrade functions with Courthouse JMS;
- install, configure, maintain, and support the database used by Courthouse JMS;
- install 2 environments (Test/Training and Production) of Courthouse JMS;
- perform automated Server Patching via Microsoft Automatic Update;
- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Courthouse JMS environment
- provide 24X7 customer support by telephone, email, and WWW through our Annual Support program, which services will commence immediately upon completion of training, and;
- provide warranty service wherein we will remedy (at our expense) any deficiencies with the hosted environment for its lifetime.



The Hosted Environment Includes...

- **Database Installation:** Automated Best Practices Install
- **Backup Agent:** Base + SQL Server Backup Agent
- **MBU Schedule:** Weekly Full + Daily Incremental
- **MBU Retention Type:** 2 Week On-site Retention (Per GB)
- **MBU Subscription:** Unmetered Managed Backup including:
 - Captures up to 3000 GB per 24 hours per server
 - Rackspace - managed shared MBU infrastructure
 - Unlimited data exclusions - Backup only what you need
 - Two (2) free restores per server per month
 - Fully-managed configuration changes
 - Automated and managed backup job failure resolution
 - Managed Backup configuration and backup history on MyRackspace
 - Dedicated network connection for backups



In consideration of the above, the Customer agrees to...

- have single point of contact for support issues that arise from time to time;
- assist CHT with migration planning including creating a project timeline, and a migration plan;
- from time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- from time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- provide all workstation computer hardware, communications hardware, operating system software, printers, and other software for premise connectivity;
- continue to provide local workstation connectivity and environment;
- cooperate with CHT to establish printer connectivity to the cloud environment;
- maintain and be responsible for local SMTP server for Courthouse JMS and facilitate JMS accessing the SMTP server via the cloud;
- provide and purchase any SSL certificates required for encryption in motion (if desired);
- promptly pay the first Hosting Fees at the commencement of this project;
- subscribe to use these products and services for a minimum of three years at the stated price.



Subscription Costs

Description	Annual Charges
Site Subscription: Hosted Facilities	Included
Transfer of locally-hosted JMS to CHT hosted facilities	Included
Total Cost per year	<u>\$0</u>