Software License Agreement For:

Williamson County Mobile Outreach Team

Submitted By
Sigmund Software, LLC

Monday, May 16[th,] 2011

SIGMUND SOFTWARE ®

Software License Agreement

This Software License Agreement ("Agreement") is made between Sigmund Software, LLC ("Developer") and Williamson County Mobile Outreach Team, acting by and through Williamson County, Texas, being a political subdivision of the State of Texas (Buyer). This Agreement is an offer to Buyer to contract on the terms set forth herein, and such offer expressly limits acceptance by Developer to the terms set forth herein. Any Additional or different terms proposed by Developer are specifically rejected, unless otherwise expressly agreed to in writing signed by an authorized representative of Buyer.

Terms of Agreement

Developer has developed and licenses to users its software program marketed under the name Sigmund Software Version, 3.4.x (the "Software").

Buyer desires to utilize a copy of the Software.

In consideration of the mutual promises set forth herein, Buyer and Developer agree as follows:

1. License

Pursuant to Developer's receipt of this signed agreement, Developer grants to Buyer license to use the Software in the United States of America. The License shall entitle Buyer to operate the Software in an Application Service Provider (ASP) environment with an initial access for 8 named users. Access to the software for additional users requires the purchase of additional user licenses at the Developer's standard rates (see section 9 for additional details). The Software shall include the following Packages: Clinical Software Package and Assessment Development Software Package

NOTE: If Electronic Claims and Electronic Benefits Verification are purchased, there is a transactional cost of 39 cents per transaction charge for Claims, Remittance Advice and Electronic Benefits Request Submission.

2. Restrictions

Buyer shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. Buyer further acknowledges and accepts that Developer owns any and all Software, data migration routines, custom programming solutions and intellectual capital rights pertaining to this agreement and Developer only extends rights of use as a licensee to the Buyer under the terms set forth in this agreement.

3. Warranty of Title

Developer hereby represents and warrants to Buyer that Developer is the owner of the Software or otherwise has the right to grant to Buyer the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Buyer's sole remedy shall be to require Developer to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any

breach.

4. Installation of Software

The Software will be installed at the Developer's site or a partnering hosting facility according to an agreed upon project plan and may proceed in two main phases. In phase one, the Preliminary Production Software will be installed for testing and training purposes. In phase two, the Final Production Software will be installed for live use. The project plan may also phase in the installation of the Software's Intake, Clinical and Financial functionality.

5. Software Warranty & Support Services

Included in the monthly subscription fee is the "Software Warranty and Support Services Package" which includes the following:

- Unlimited technical support via email (response within 4 hours during normal business hours: 9AM and 5PM (EST)) for 2 designated individuals at the Buyer's site
- Emergency support contact via pager for off hours, weekends and holidays (response time within half hour)
- Free patches and upgrades for the term of the agreement
- Telephone Support: $10/call plus $1.50/minute (Incoming calls to Support Department from Buyer)

6. Acceptance

Commencement of performance pursuant to this Agreement constitutes acceptance hereof by Developer. The terms of this Agreement may not be modified, superseded or amended except in writing signed by an authorized representative of the Buyer. Availability of Software shall only be upon the terms of this Agreement, notwithstanding any terms contained in any quotation, acknowledgment, invoice or other form of Developer, or Buyer's acceptance of, or payment for, any shipment or any other act.

7. Travel and Expenses

Buyer shall reimburse Developer actual costs for travel, lodging and meals of Developer personnel traveling to and from Buyer's site(s) for Implementation and Training purposes. In addition, travel time shall be billed at a flat rate of seventy five dollars ($75) per hour, per person for all levels of personnel.

Developer hereby agrees to provide Buyer with an estimate of cost in advance of incurring expenses for travel, lodging and meals and that Buyer shall not be obligated to pay any such expenses unless Buyer has requested Developer to travel to Buyer's site for Implementation and Training purposes.

8. Taxes

In addition to all other amounts due hereunder, Buyer shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for taxes on the Software which are measured directly by payments made by Buyer to Developer. In no event shall Buyer be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

Buyer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Buyer. Exemption certificates will be provided upon request.

9. Term and Termination

A. Term

The Initial Term commences upon delivery of the Preliminary Production System and then automatically renews for additional one-year terms (each, a "Renewal Term" and together with the Initial Term, the 'Term") unless and until one party has provided the other party with a notice of termination.

Buyer agrees to a minimum commitment for the "Initial Term" (one-year). In the event that the Buyer terminates prior to the Initial Term (one-year), Buyer will be responsible for the remainder of monthly fees not paid for the "Initial Term" (one-year period).

B. Termination

1. Termination for Cause: Either party may terminate the license and Services described herein, if the other party commits a material breach or default (including non-payment of fees) and fails to remedy such breach or default within ten (10) days after notice of the same.
2. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Developer. In the event of such termination, it is understood and agreed that only the amounts due to Developer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

The termination hereof for any reason shall be without prejudice to any rights of either party which may have accrued before the date of such termination. Upon termination, all payment obligations will immediately become due and payable.

10. Price and Payment

A. Software Price.

In consideration of the grant of the License and the use of the Software, Buyer agrees to pay Developer the total sum of $13,264 upon execution of this agreement which represents six months advance payment for the monthly subscription fee of $4,764 as well as $8,500 pre-payment for Data Migration Services (Listed in Exhibit A). In addition, Buyer agrees to pay $794 per month for the subscription fee plus appropriate taxes, effective upon delivery of the Preliminary Production System, pursuant to the terms and conditions stated herein.

Buyer's monthly Subscription Fee shall be based on Developer's standard prices and adjusted at "Renewal Term" (additional one-year term(s) after the Initial Term). Buyer's Subscription Fee may also be adjusted upon Buyer's addition of licensed users, purchase of additional modules, or upon custom programming performed at the Buyer's request.

B. Discovery and Implementation Services and Prices.

Sigmund requires the following services as part of this agreement:

1. **Required** - Discovery and System Set-up Services. Developer shall perform for Buyer, discovery service in order to accurately assess Buyer's organizational requirements at a per technician hourly rate not to exceed One hundred and fifty dollars ($150) per hour and estimated at $12,400.

2. **Required** - Software Training Services. Developer shall provide for Buyer, core system features training in a "train the trainer" format for designated user/trainers and advanced training for designated key individuals or in a classroom training format for all staff at a per trainer hourly rate not to exceed One hundred and fifty dollars ($150) per hour and estimated at $3,600.

3. **Required**- Data Conversion Services. Developer and Buyer have identified a need to migrate patient demographic inform from legacy system to Sigmund. This migration effort has been sized at $8,500 (Migration information listed in Exhibit A). Additional data migration services will require Developer to develop a data migration routine, at a per programmer hourly rate not to exceed Two hundred dollars ($200) per hour, for the purpose of converting additional patient information residing in Buyer's legacy systems into Sigmund invoiced as incurred.

The following services are optional and will be provided with prior client approval and billed at the stated rates:

4. **Optional** - Production Support Services. Developer shall provide for Buyer, on-site production roll-out support for designated key individuals at a per support staff hourly rate not to exceed One hundred and fifty dollars ($150) per hour invoiced as incurred.

5. **Optional** - Custom Programming Services. Developer shall offer custom solution options beyond included Sigmund Software features as requested by Buyer at a per programmer hourly rate not to exceed Two hundred dollars ($200) per hour invoiced as incurred.

The Discovery and Implementation rates above are guaranteed for the duration of the initial implementation defined as the timeframe up to delivery of the Final Production Software or Six months after the execution of this agreement, whichever comes first. After such time, standard list prices for such services apply.

C. Payment Terms

Buyer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices for the Monthly Subscription Fee and any other amounts owing hereunder shall be paid by Buyer within thirty (30) days from the date of the Williamson County Auditor's receipt of an

invoice. Interest charges for any late payments shall be paid by Buyer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Buyer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Buyer shall notify Developer of the discrepancy. Following Buyer's notification of any discrepancy as to an invoice, Developer must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Buyer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Buyer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

If Buyer is delinquent in any payment, Developer may require assurances to secure payment, including suspending the provision of some or all of the access to the Software. In addition, Developer may assess a reconnect fee in the event that service is suspended.

11. Warranty Disclaimer

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. Buyer is responsible for the integrity and accuracy of all data programmatically converted or manually entered into the Software. In no event shall Developer's liability hereunder exceed the amount of License fees paid by Buyer, regardless of whether Buyer's claim is based on contract, tort, strict liability, product liability or otherwise.

13. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

14. Indemnity

DEVELOPER SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF DEVELOPER OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

15. Buyer's Right to Audit

Developer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Developer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Developer agrees that Buyer shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Buyer shall give Developer reasonable advance notice of intended audits.

16. Appropriation of Funds by County

Buyer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Developer understands and agrees that the Buyer's payment of amounts under this Agreement is contingent on the Buyer receiving appropriations or other expenditure authority sufficient to allow the Buyer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

17. Compliance with Law

Developer shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances applicable to this sale including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health.

18. Assignment

Developer shall not delegate any duties nor assign any rights or claims under this Agreement without the express prior written consent of Buyer. Any assignment or delegation made without Buyer's consent shall be null and void.

19. Remedies

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for set off or counterclaim arising out of this or any other of Buyer's Agreements to Developer.

20. Venue and Governing Law

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

21. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer:	If to Buyer:
Sigmund Software, LLC	Williamson County Mobile Outreach Team
509 Route 312	301 SE Inner Loop
Brewster, NY 10509	Georgetown, TX. 78626

22. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.
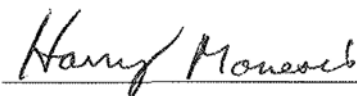
23. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
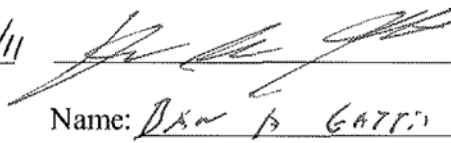
24. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Developer: Sigmund Software, LLC   Buyer: Williamson County

Harry Manesis _____ Date _5/31/11_   _____ Date _6-15-0_

Harry Manesis, COO   Name: _Dan B Gattis_ Title: County Judge
Sigmund Software, LLC

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Exhibit A
Sigmund Software Investment Summary

Sigmund EMRx ASP Model Investment Summary

One Time License Cost	One Time Cost
One Time License Fee (8 Named Users): Includes All Server Costs/Support and Internet Access Software including Citrix and Terminal Services Licenses	**Waived**

Sigmund Monthly Accessing Fee	Cost/Month
EMRx Clinical Subscription Fee (8 Named Users): Includes the Following Modules: Admissions Module Client Module Clinical Module Sigmund Scheduler Quality Assurance Module Admin Module Sigmund System Reports	$882
Subscription Fee Discount:	*($88)*
Total Monthly Cost: *Sigmund Support Services Included	**$794**

Additional Modules Available for Purchase

	Cost/Month
Call Center/Intake Module	$156
Document Management	$120
E-Rx (Two Physicians)	$140
Lab & Toxicology Integration	$120
Crystal Reporting Integration	$144
Secure Email ($250 One Time Cost)	$96

Core Billing & AR Module	$600
EDI Billing (Claims & Payments) ($.25 Transactional Cost)	$150
E- Verification of Benefits ($.25 Transactional Cost)	$108

*Sigmund Professional Services Estimates

Sigmund Services	Hours	Cost
Discovery/Requirements Analysis:	16 Hours	$2,400
System Set-up/Configuration: Program Level Set up Location Chart Configuration Staff Configuration Security Set up Forms Configuration Assessment Configuration Progress Note Template Set Up Treatment Plan Configuration Treatment Summaries Set Up		$10,000
Data Migration Services: Includes the Following Information: o Client First/Last/Middle Initial o Gender o DOB o SSN o Precinct o Admit/Initiation Date o Ethnicity ID o Address Line 1 o Address Line 2 o City o Zip o County ID o Home Phone o Work Phone o Primary Language		$8,500

o Employer o Service Code o TRAG (Risk of Harm/Functional Impairment/Co-occurring SA o Safety Factors		
Sigmund Training (All Staff):	24 Hours	$3,600
*Estimated Travel: Training services can be performed remotely to minimize/eliminate the cost associated with travel.		TBD
Total Project Cost (Estimated):		**$24,500**