This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this "**Agreement**"), is made and entered into on __10/9/2018__, 2019 ("Effective Date") by and between Datagain Inc. ("**Datagain**") a New Jersey corporation having offices at 709 Mainsail Lane, Secaucus, New Jersey, USA and __County Court at Law 2__ ("**Client**"), a __Treatment Court__ having its principal place of business at __Williamson County, Texas__

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a "Party" and collectively as "Parties" in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Datagain Technology**" means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

"**Services**" means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

"**Content**" means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data; "Content" exclude Non-Datagain Applications and content.

"**Non-Datagain Applications and Content**" means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are clearly identified as such, and that interoperate with the Services with Datagain's written consent.

"**Order Form**" means the documents for placing orders hereunder, which are entered into

between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

"**Client Data**" means all electronic data or information submitted by Client to the Purchased Services.

2. SERVICES

2.1. Provision of Services. Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. License Grant. Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

3.2. Restrictions. Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

3.3. Our Responsibilities. Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

3.4. Protection of Client Data. Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

3.5. Data Storage. Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

3.6. Client Responsibilities. Client shall (i) be responsible for Users' compliance with

this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

3.7. Storage Limitations. There is no limit on the amount of data or documents Client may store in the Services.

4. NON-DATAGAIN APPLICATIONS AND CONTENT

4.1. Acquisition of Non-Datagain Applications and Content. Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

5.2. Invoicing and Payment. Client will provide Datagain with a valid purchase order

or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

5.3. Suspension of Service. If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

5.4. Payment Disputes. Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.5. Taxes. Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

. **6.2. Client Data.** Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS

8.1. Warranties. Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification by Client. Client shall indemnify and hold Datagain, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred in connection with any claims, suit or other action by any third party against Datagain, arising as a result of Client's negligent use of the Datagain's Service or a breach of any of Client's obligations under this Agreement

9.2. Indemnification by Datagain. Datagain shall indemnify and hold Client, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred arising from or related to Datagain's negligence in its performance of the Services, including   any claims, suit or other action by any third party against Client alleging that Datagain's Service infringe such third party's intellectual property rights.

10. LIMITATION OF LIABILITY

10.1. EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

11. TERM AND TERMINATION

11.1. Term of Agreement. The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

11.2. Termination for Breach. Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has

begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.

11.4. Termination for Datagain Service Discontinuation. Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

11.6. Return of Client Data. Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

12.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the

exclusion of all other courts.

12.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5. Amendment. No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

12.6. Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

12.7. Assignment. Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

. **12.8. Waiver.** Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.

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12.9 Counterparts. This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

12.10. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

12.11. Interpretation. This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party by reason of such party being deemed the "author" of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.
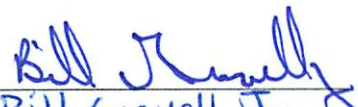
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain

Sign:
Name: Vivek Jha
Title: Project Manager
Date: 10/9/2018

Client.
Sign:
Name: Bill Gravell Jr.
Title: Williamson Co. Judge
Date: 10/15/19