

**Licensure Software Agreement
Between
Aithent, Inc. and the Office of Court Administration**

This Licensure Software Agreement ("Agreement") is entered into by and between Aithent, Inc. ("Aithent") and the Texas Office of Court Administration ("OCA"). This Agreement shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, OCA desires to obtain a license to make Aithent's licensing and regulation system available to the Judicial Branch Certification Commission ("JBCC"); and

WHEREAS, Aithent desires to license its ALiS system to OCA for use by the JBCC, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Agreement, Aithent and OCA agree as follows:

A. Aithent shall furnish the services and OCA shall comply with the obligations described in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Licensure Software Agreement Terms and Conditions
- Attachment A – Statement of Work
- Attachment B – Deliverable and Support/Maintenance Fees
- Attachment C – Project Timeline
- Attachment D – Maintenance and Support Services

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

AITHENT, INC

By: _____

Name: _____

Title: _____

Date: _____

Allen

ALLISTER

Vice President

10/18/16

OFFICE OF COURT ADMINISTRATION

By: _____

Name: _____

Title: _____

Date: _____

David Slayton

David Slayton

Administrative Director

10/18/16

Licensure Software Agreement Terms and Conditions

1. LICENSE

1.1. License Grant. Aithent hereby grants to OCA a non-exclusive license (and sublicense with respect to the Embedded Third party Software) to the Aithent Licensing System ("ALIS" or "System") for use by OCA staff and by an unlimited number of Registered Users; provided, however, that the Registered Users may be required to accept a "click-thru" or other license that has been reviewed and approved by OCA prior to use of the System. To the extent any provision of this Agreement conflicts with the terms of a "click-thru" or other license accepted by the Registered Users, this Agreement shall control. The foregoing license (and right to sublicense) with respect to Embedded Software shall be continued in perpetuity upon the expiration or termination of this Agreement.

1.2. Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by Aithent, OCA shall not (a) reverse engineer, de-compile, or disassemble any portion of the System, or (b) sublicense, transfer, rent, lease, or perform any Unauthorized Use of the System.

1.3. Embedded Third party Software. The license grant set forth in Section 1.1 includes the right to use any Embedded Third party Software; provided, however, that such access to and use of such Embedded Third party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third party Software. Aithent shall pass through to OCA any and all warranties granted to Aithent by the owners, licensors, and/or distributors of such Embedded Third party Software. OCA shall be responsible for procuring and paying for all System Requirements.

2. SCOPE OF SERVICES

2.1. Aithent Duties. Aithent shall perform such Services and related support as set forth in the Statement of Work attached hereto as Attachment A. Not later than thirty (30) days after the execution of this Agreement, Aithent shall provide for OCA's approval a detailed project timeline that includes, at a minimum, the implementation dates of the System with a final implementation date of not later than August 31, 2017.

2.2. OCA Duties. OCA shall use reasonable efforts to assist Aithent in the performance of the Statement of Work, including:

(a) procuring and initial setup of test and production hardware and any other System Requirements.

(b) providing an appropriate level of system access to both configured equipment to be used by Aithent as well as the existing licensing system.

(c) providing Aithent with a copy of all applicable rules and processes governing the operations of the JBCC.

3. FEES, COSTS, AND REVENUE

3.1. Fees. Aithent's fees and expenses associated with the Services shall be recovered through Deliverable and Support/Maintenance Fees set forth in Attachment B.

3.2. Collection of Application/Renewal Fees. Aithent shall, on behalf of OCA, collect through the Texas Payment Engine provided by Texas.gov all Application and Renewal Fees from Registered Users of the System. Aithent will not collect any additional fees from Registered Users of the System.

3.3. Additional Services. In the event OCA desires additional services (e.g., customization or modification of the System), Aithent shall provide a written estimate of such services. Aithent shall not initiate any additional services unless both parties execute a written authorization order.

3.4. Taxes. OCA is governmental tax-exempt entities and shall not be responsible for any taxes for any software or services provided for herein, whether federal or state.

4. TERM AND TERMINATION

4.1. Term. This Agreement shall commence as of the Effective Date and shall end no later than August 31, 2018 unless otherwise terminated or extended as provided in this Agreement. This Agreement may be extended for no longer than four (4) years for support and maintenance of ALIS upon written agreement of OCA and Aithent. Provisions herein regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees

verification, and default shall survive the termination or expiration dates of the Agreement.

4.2. Termination for Cause. Either party may terminate this Agreement for "Cause"; provided, however, that such party follows the procedures set forth in this Section 4.2. For purposes of this Section 4.2, "Cause" means either:

(a) a material breach of this Agreement, specifically including Section 7 of this Agreement, which has not been cured within sixty (60) days after the date such party receives written notice of such breach;

(b) the failure by either party to timely pay when due any monies owed to the other party under this Agreement and any delinquent amounts that remain outstanding for a period of thirty (30) days after receiving written notice of the other party's intent to terminate for failure to pay;

(c) Any breach of Section 6;

(d) OCA may terminate this Agreement if Aithent becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

Neither party may terminate this Agreement under this Section 4.2 until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with time to cure such alleged breach as set forth in this Section 4.2, and cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

In the event either party terminates this Agreement under this Section 4.2, the party shall be entitled to all remedies available under applicable law and this Agreement.

4.3. Change in Legal Requirements. Aithent must comply with all current laws, court rules, court administrative orders, regulations, requirements and guidelines applicable to Aithent providing services to the State of Texas (collectively, "Legal Requirements") as those Legal Requirements exist as of the Effective Date. If new or amended Legal Requirements materially change the obligations or rights of either party under this Agreement, then the parties shall promptly meet and negotiate in good faith the effect of such changes to this Agreement. New or amended immaterial Legal Requirements shall be incorporated into this Agreement within a reasonable time.

4.4. Effect of Termination. Upon termination or expiration of this Agreement, (a) OCA's right to support and maintenance for the System shall immediately terminate, (b) each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such expiration or termination. However, OCA may retain all products and any other deliverable for which it has made payment, unless Aithent reimburses OCA those payments. Upon expiration of the Agreement or termination for any reason, Aithent will provide OCA with a copy of all data belonging to OCA in XML format for use with any replacement system or by a new vendor.

At the end of thirty days, Aithent shall certify to OCA that no confidential information (or any copies) reside on its system, in any format.

4.5. Original Documents. Notwithstanding anything in this Agreement to the contrary, JBCC, not Aithent, shall be responsible for maintaining, with appropriate safeguards, the Original Documents filed with JBCC through the System.

5. PROPRIETARY RIGHTS

5.1. Aithent Proprietary Rights. The ALIS System, User Documentation, Aithent's Technology, Aithent's Web Site (including the URL) and any third party software that is included with Aithent license constitute or otherwise involve valuable Proprietary Rights of Aithent. Subject to the license granted pursuant to this Agreement, no title to or ownership of the System, User Documentation, Aithent's Technology or Aithent's Web Site, or any Proprietary Rights associated therewith, are transferred to OCA or any third party under this Agreement.

5.2. Protection of Proprietary Rights. The OCA shall not knowingly infringe upon or violate Aithent's Proprietary Rights and agrees to take

reasonable steps and precautions to protect those rights. Without limiting the generality of the foregoing, OCA shall (a) maintain reasonable access and use restrictions to prevent Unauthorized Use by its employees; and (b) not intentionally make the System or Aithent's Technology available to any third party without the prior written consent of Aithent.

5.3. Documents, Information Database. Subject to the rights granted to Aithent under this Agreement, OCA retains all rights they possess in and to the Documents, the Information, and the Information Database. Neither OCA, nor, to their knowledge, any other party claim any copyright in any Documents, Information or the Information Database. Under the terms of this Agreement, Aithent has no additional ownership rights, including any right to resell, recombine, reconfigure or retain the Documents, Information, Information Databases, or Original Documents transmitted to or from OCA.

6. CONFIDENTIALITY

6.1. Protection of Confidential Information. Aithent agrees to maintain and shall execute a confidentiality agreement safeguarding the confidentiality of information received or seen by Aithent staff during the performance of this Agreement, including but not limited to personal information such as social security numbers. Neither party shall disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information of the other party, without such party's prior written consent, for any purpose other than the performance of this Agreement, except: (i) as may be required by law, regulation, judicial, or administrative process; or (ii) as required in litigation pertaining to this Agreement. Each party shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 6.1.4 and shall be responsible for breaches by such persons.

6.2. Judicial Proceedings. If either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential Information of the other party, then such party shall provide prompt written notice of such request or requirement so that the appropriate party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing party, the receiving party nonetheless is legally compelled to disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the receiving party may, without liability herein, disclose to such court or tribunal only that portion of Confidential Information which the court requires to be disclosed, provided that the receiving party uses reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information by such court or tribunal.

7. REPRESENTATIONS AND WARRANTIES

Aithent covenants, represents, and warrants the following:

7.1. Pass-Through of Warranties. Aithent hereby passes through the benefits of all third party warranties that it receives in connection with any Embedded Third Party Software.

7.2. Governmental Consent. This Agreement is not valid until the Texas Department of Information Resources approves the Statement of Work incorporated into this Agreement pursuant to Section 2157.0685, Government Code.

7.3. Standards of Services. Aithent shall provide all of the services required by this Agreement and all reasonably related services in accordance with applicable professional standards of a contractor providing systems development and related services. Aithent represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Agreement.

7.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Aithent, threatened, that shall have a material adverse effect on Aithent's ability to fulfill its obligations pursuant to or arising from this Agreement.

7.5. Free and Clear Title. Aithent has free and clear title (including all proprietary rights) to its System (other than Embedded Third Party Software) and has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. Aithent shall not create or permit the creation of any lien, encumbrance, or security interest in any product leased or licensed hereunder. Aithent represents and warrants that, to its knowledge, as

advised by counsel, the System, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

7.6. Warranty of Aithent Capability. Aithent is financially capable of fulfilling all requirements of this Agreement. Aithent covenants, represents, and warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

7.7. Compliance with Laws. In providing services herein, Aithent shall comply with all material licenses, legal certifications, or inspections required for the services facilities, equipment, or materials. Aithent further represents and warrants that it shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

7.8. Corporate Authority. Aithent has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations herein, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Aithent of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of Aithent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

7.9. Certain Business Practices. Neither Aithent nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any state or federal department or agency. Aithent further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible Contractors and grantees. No person (other than permanent employees of Aithent) has been engaged or retained by Aithent to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

7.10. Corporate Good Standing. Aithent: (a) is a corporation duly incorporated, validly existing, and in good standing; and (b) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material adverse effect on Aithent's ability to fulfill its obligations herein.

7.11. Signatory Warranty. The person or persons signing and executing this Agreement on behalf of Aithent do hereby warrant and guarantee that he, she, or they have been duly authorized to execute this Agreement on behalf of Aithent and to validly and legally bind Aithent to all terms, conditions, and provisions herein set forth.

7.12. Disclaimer of Certain Performance Related Potential Issues. Aithent disclaims any and all liability for any losses or damages incurred by OCA or any Registered User or the JBCC for any of the following:

(a) Alteration or destruction of information on OCA's computer system or elsewhere resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;

(b) The speed, access, security, or delivery of services via the Internet resulting from actions or causes unrelated to Aithent's performance under this Agreement or the operation of ALIS;

(c) Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or other actions or causes unrelated to Aithent's performance under this Agreement or the operation of ALIS; and

(d) Any actions of any third party who is not an employee or agent of Aithent.

Notwithstanding anything in this Section 7 to the contrary, OCA acknowledges that Aithent does not edit, and cannot verify, the completeness, propriety or accuracy of any Information available through the System. Aithent has no control over the contents of any Documents or Information sent through the System and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Document.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7 OR ELSEWHERE IN THIS AGREEMENT, AITHENT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH AITHENT SERVICES.

8. INDEMNIFICATION

8.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Aithent shall defend, indemnify, hold, and save harmless OCA, and each of its personnel, agents, successors, officers, and assigns, from and against any and all Claims for bodily injury or property damage sustained by or asserted against OCA arising out of, resulting from, or attributable to the negligent or willful misconduct of Aithent, its employees, subcontractors, representatives, and agents; provided, however, that Aithent shall not be liable herein to indemnify OCA against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of OCA, its agents, officers, contractors, subcontractors, or employees.

8.2 Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against OCA that alleges that all or any part of the System, in the form supplied, or modified by Aithent, or OCA's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, OCA, upon its awareness, shall give Aithent prompt written notice thereof. Aithent shall defend, and hold OCA harmless against, any such claim or action and shall indemnify OCA against any liability, damages, and costs resulting from such claim. Aithent shall be liable to pay all costs of defense including attorneys' fees. In an action when OCA is the named defendant, Aithent shall coordinate the defense with the Office of the Attorney General of Texas (OAG) and may not agree to any settlement without first obtaining the concurrence of the OAG, which shall not be unreasonably withheld. This indemnity does not apply to the extent that such a claim is attributable to modifications to the System made by OCA, or any third party pursuant to OCA's directions, or upon the unauthorized use of the System by OCA.

(b) If the System becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Aithent shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Aithent's sole discretion:

- (i) promptly replace the System with a compatible, functionally equivalent, non-infringing system; or
- (ii) promptly modify the System to make it non-infringing; or
- (iii) promptly procure the right to use the System as intended.

9. INSURANCE

Aithent shall provide to OCA, not less than thirty (30) days after the Effective Date, proof of insurance for and maintain, at Aithent's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Aithent and OCA from potential Aithent employee claims based upon job-related sickness, injury, or accident during performance of this Agreement endorsed with a waiver of subrogation against the State, OCA and the Courts; (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Aithent's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate; and (c) Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors, and omissions arising out of Aithent's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. OCA shall be named as an additional insured party and such notation shall appear on the certificate of insurance

furnished by Aithent's insurance carrier. Aithent shall not cancel any of the insurance policies without giving OCA 30 days written notice. Aithent may switch policies as long as the coverage listed here at a minimum is maintained with a carrier that meets the requirements specified here and that OCA be named as an additional insured. Aithent must provide with OCA with written notice within 30 days of such change occurring. Aithent shall maintain insurance coverage during the term of this Agreement.

10. AITHENT PERSONNEL

10.1. Aithent Personnel. Within six days after the Effective Date of the Agreement, OCA's Project Manager shall authorize the key personnel designated in Aithent's Offer to provide services under this Agreement. Aithent may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required, but any substituted personnel also must be approved by OCA's Project Manager. Aithent shall provide to OCA prior written notice of any proposed change in key personnel involved in providing services under this Agreement. Aithent represents and warrants that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Aithent Personnel") shall be employees of Aithent or, if applicable, Aithent's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws. Aithent shall not utilize any subcontractor(s) without the prior written consent of OCA, which consent shall not be unreasonably withheld. OCA has the right to check subcontractor's background. The approval by OCA of Aithent's right to use subcontractor(s) shall not waive or relieve Aithent from Aithent's obligations pursuant to this Agreement. Subcontractors providing services under the Agreement shall meet the same requirements and level of experience as required of Aithent. Aithent shall be solely responsible for the payment of all wages, benefits, disability benefits, unemployment insurance, as well as for withholding any required taxes, for all Aithent Personnel in accordance with applicable federal, state, and local law. In the event Aithent subcontracts, Aithent shall be the sole contact for OCA.

10.2. Workers Compensation. Aithent agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Aithent fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by OCA.

10.3. Equal Opportunity Compliance. Aithent agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws of Texas, Aithent agrees to assure that no person shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Aithent is found to be out of compliance with these requirements during the term of this Agreement, Aithent agrees to take appropriate steps to correct such deficiencies.

11. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the parties' project managers. Any dispute that cannot be resolved within five (5) Business Days by the project manager (or such other date as agreed upon by the project managers) shall be referred to a senior executive of OCA and Aithent's Vice President for resolution. The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by OCA and Aithent to attempt to resolve any disputes that the parties are unable to resolve through informal discussions.

12. PROJECT MANAGER

OCA will designate a Project Manager to serve as the point of contact between OCA and Aithent. OCA's Project Manager shall supervise OCA's review of Aithent's technical work, deliverables, draft reports, final reports, schedules, financial budget administration and similar matters. The Project Manager has no express or implied authority to vary the terms of the Agreement, amend the Agreement in any way or waive strict performance of the terms or conditions of the Agreement.

13. MISCELLANEOUS

13.1. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. The Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State

of Texas under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. OCA does not waive any privileges, rights, defenses, or immunities available to OCA by entering into the Agreement or by its conduct prior to or subsequent to entering into this Agreement.

13.2. Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

13.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

13.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13.5. 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 instrument.

13.6. Waiver of Performance. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

13.7. Entire Agreement. This Agreement, as augmented by OCA Request for Proposals #212-0-611 and Aithent's Response thereto to the extent not inconsistent with this Agreement, constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

13.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party; however, any amendment of this Agreement that conflicts with the laws of the State of Texas shall be void *ab initio*. All executed amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

13.9. Severability of Provisions. In the event any provision hereof is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

13.10. Relationship of Parties. Aithent or Aithent's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under this Agreement. Aithent or Aithent's employees, representatives, agents and any subcontractors shall not be employees or agents of the State of Texas and shall not be entitled to benefits of state employment such as retirement or leave benefits. Should Aithent subcontract any of the services required in this Agreement, OCA is in no manner liable to any subcontractor(s) of Aithent. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

13.11. Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except for conflicts of laws rules. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

13.12. Supporting Documents. Aithent shall maintain and retain supporting fiscal and any other documents relevant to payments and expenditures under the Agreement. Aithent shall maintain all such documents and other records relating to this Agreement and the OCA's and Courts' property for a period of seven (7) years after the termination of the Agreement or the resolution of all billing questions, whichever is later. Aithent and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Aithent must retain all work and supporting documents pertaining to this Agreement for a period of seven (7) years after its end date for

purposes of inspecting, monitoring, auditing, or evaluation by OCA and any authorized agency of the State of Texas, including an investigation by the State Auditor.

13.13. Access to Records. Aithent shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Aithent's failure to comply with this Section shall constitute a material breach of the Agreement. The acceptance of funds by Aithent or any other entity or person directly under the Agreement, or indirectly through a subcontract under the Agreement, shall constitute acceptance of the authority of the State Auditor, Comptroller or other agency of the State of Texas to conduct an audit or investigation in connection with those funds. Aithent shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Aithent and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

13.14. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

13.15. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

13.16. Force Majeure. Neither Aithent nor OCA shall be liable to the other for any delay in, or failure of performance, of any requirement under this Agreement caused by Force Majeure. In the event of delay or failure of performance caused by Force Majeure, the period of performance shall be extended until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Each party must inform the other in writing, with proof of receipt, within a reasonable period of time from the date of the existence of such Force Majeure, but in any event within ten (10) days, or otherwise waive this right as a defense.

13.17. Public Access to Records. Although OCA is not subject to the Texas Public Information Act, all Request for Proposal (RFP) and contract documents and information related to this Agreement, and any report, analysis or data generated as a result of the Agreement services may be subject to public disclosure under Rule 12 of the Rules of Judicial Administration. OCA will promptly notify Aithent, but in any event prior to disclosure, of any requests received by OCA for records that Aithent has identified as confidential in its response to OCA's RFP.

13.18. Strict Compliance. Time is of the essence in the performance of the Agreement. Aithent shall strictly comply with all of the Agreement deadlines, requirements, and performance standards, subject to the terms of this Agreement.

13.19. Federal, State and Local Requirements. Aithent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common-law employees. Aithent is responsible for both federal and State unemployment insurance coverage and standard worker's compensation insurance coverage. Aithent shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Aithent or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Aithent shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Aithent's omission or breach of this Section.

13.20. No Liability Upon Termination. If the Agreement is terminated for any reason, OCA and the State of Texas shall not be liable to Aithent for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Aithent may be entitled to the remedies provided in Government Code Chapter 2260.

13.21. Limitation on Authority. Aithent shall have no authority to act for or on behalf of OCA or the State of Texas except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Aithent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or OCA.

13.22. Felony Criminal Convictions. Aithent shall fully advise OCA as to the facts and circumstances surrounding conviction of a felony criminal

offense of Aithent or any of its employees that are assigned to or associated with this Agreement.

13.23. Debts or Delinquencies to State. The Comptroller is prohibited from issuing any payment to a person or entity reported to have an indebtedness or delinquency to the State. To the extent that Aithent owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Aithent is otherwise owed under this Agreement shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes is paid in full. Aithent agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

13.24. Contracts for Services. In accordance with Government Code Section 2155.4441, Aithent shall purchase products and materials produced in the State of Texas, when available at a price and time comparable to products and materials produced outside the State.

13.25. Electronic and Information Resources Accessibility Standards. Aithent must comply with 1 Texas Administrative Code Chapter 213. In addition, Aithent shall provide OCA with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). If Aithent is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, Aithent must provide OCA with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

13.26. Policy Compliance. Aithent's employees and agents (including subcontractors and their employees and agents) identified by OCA management as having sufficient presence on OCA's premises shall be required to adhere to applicable OCA human resources, information services, and finance and operations policies and shall be required to attend one or more policy orientation sessions. Those employees and agents identified as having access to State of Texas information resources and information resources technologies may be subject to periodic criminal history record investigations.

13.27. No Conflicts. Aithent represents and warrants that Aithent has no actual or potential conflicts of interest in providing services to the State of Texas under the Agreement and that Aithent's provision of services under this Agreement would not reasonably create an appearance of impropriety.

13.28. False Statement/Breach of Representation. Any false statements by Aithent in the Agreement or its Offer or violation by Aithent of any of the representations, warranties, guarantees, certifications or affirmations included in the Agreement shall constitute default by Aithent, and OCA may terminate or void the Agreement for cause and pursue other remedies available to OCA under the Agreement or applicable law.

14. DEFINITIONS

14.1. "Claims" means any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

14.2. "Confidential Information" means, with respect to Aithent, all information in any form relating to, used in, or arising out of Aithent's operations and held by, owned, licensed, or otherwise possessed by Aithent (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Aithent's premises or OCA's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Aithent's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data, and other information reasonably subject of trade secret protection under applicable state statutes. With respect to OCA and the Courts, Confidential Information means any information that OCA and the Courts are required by law, rule, or court order to keep confidential. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a)

becomes public other than as a result of a disclosure by OCA or others in breach hereof; (b) becomes available to OCA on a non-confidential basis from a source other than Aithent, which is not prohibited from disclosing such information by obligation to Aithent; (c) is known by OCA prior to its receipt from Aithent without any obligation of confidentiality with respect thereto; or (d) is developed by OCA independently of any disclosures made by Aithent.

14.3. "Documents" mean the data and any supporting documentation transmitted to JBCC through Aithent's System.

14.4. "System" or "ALIS" means the Aithent Licensing System to receive, transfer, maintain, and provide access to documents for the benefit of OCA and the Courts. The System includes (i) all Confidential Information and Proprietary Rights related thereto, (ii) all User Documentation, and (iii) Embedded Third party Software.

14.5. "Electronic Link" or "Electronic Window" means the secure electronic connection (via the Internet) between OCA's and Aithent's computer systems.

14.6. "Embedded Third party Software" means any software acquired or licensed by Aithent from a third party that is utilized as part of the System.

14.7. "Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Aithent for users of the System.

14.8. "Applications or Renewal Fees" mean the application, renewal or other fees (but not including the Deliverable and Support/Maintenance Fee) associated with filing applications or renewals through the Electronic Link or Electronic Window.

14.9. "Force Majeure" means acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

14.10. "Information" means any electronic record or electronic representation or electronic data of any Document, that is transmitted using the System.

14.11. "Information Database" means any portion of the electronic database.

14.12. "Original Documents" mean the official versions of Documents that are transmitted through the System.

14.13. "Proprietary Rights" mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

14.14. "Registered User(s)" means an individual or entities with access, as defined or restricted by OCA, to view or file applications or renewals via the System. Registered Users may be required to agree to a "click license" prior to using the System.

14.15. "Services" mean the implementation, training, system configuration, customization, consulting or other services performed and to be performed by Aithent to make the System operational for OCA, the JBCC, and Registered Users, as set forth in Attachment A, Statement of Work.

14.16. "Stakeholder(s)" means OCA/JBCC and Registered Users.

14.17. "Statement of Work" means the plan set forth in Attachment A (which may be amended from time to time by agreement of the Parties), which provides for the Services, timetables, and fees and expenses associated with the implementation, training, system configuration, customization, consulting, and other services required for Aithent to make the System operational for OCA and the Courts.

14.18. "System Requirements" mean the minimum system requirements necessary for access to and use of the System, as such may be amended from time to time by Aithent in its sole discretion.

14.19. "Term" has the meaning set forth in Section 4 of this Agreement.

14.20. "Aithent's Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other

technology of any kind, or any Enhancement thereto, that are proprietary to and used by Aithent in connection with the operation and performance of the System or made available by Aithent to OCA and the Courts, or any third party through the System.

14.21. "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving Aithent's System or Confidential Information that is unlawful or otherwise not expressly authorized under this Agreement or in writing by Aithent. Unauthorized Use does not include any use of any Documents by OCA, the Courts or their employees, consultants, and contractors in the performance of their respective duties, including, without limitation, providing access to Documents to the general public as permitted or required by federal or state statute or rule.

14.22. "Use Fee" means all amounts (other than Filing Fees charged by the Courts) received by Aithent as set forth on Attachment B, whether on a transactional or flat-rate basis, for transactions executed through the System.

14.23. "User Documentation" means the user manuals, online documentation, and other materials relating to the System provided by Aithent to users of the System.

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Attachment A
Statement of Work

1. Definitions

1.1. Unless otherwise defined herein, the definitions provided in the Agreement Terms and Conditions shall apply.

2. Functional Components

Aithent shall provide a System containing each of the components below by the times specified in Attachment C. Each component must be available in both a production and test environment. Each component of the system must comply with Texas Administrative Code, Title 1, Part 10, Chapters 202 and 206.

Aithent will implement the following functionalities as set forth in Section 2.2 (Functional Requirements) from the Request for Proposals #212-6-0611 as outlined in Sections 3.1 and 3.2 of Aithent's response. This includes the following categories of licensing and compliance functions:

- General Functions
- System Interface
- Application Data and Records
- Compliance
- Continuing Education
- JBCC Review Functions
- Exams and Scoring
- Accounting
- Cash payments
- Reports/Reporting
- Security
- Interfaces
- Reminders/Ticklers

3. Transition Services

Aithent, in accordance with Section 3.1 D of its response to Request for Proposals #212-6-0611, shall provide data transition services, including but not limited to data mapping and data conversion from the existing licensing system. The production system today is Versa Regulation running on a Windows 2003 server and Oracle database. OCA staff does not have the technical expertise beyond granting administrative access to the system to assist with the transition.

4 Support

4.1 Support Options

Aithent must provide each of the following support options:

- Stakeholders support via telephone, email from 8 a.m. to 5 p.m. Central, Monday through Friday, excluding State of Texas Holidays.
- Issue reporting via the Aithent Web site 24x7 for Stakeholders
- A Support Account Manager (SAM) shall be assigned to OCA to serve as a primary point of contact for issue resolution. Aithent shall have backup personnel available in the event the SAM is unavailable.

4.2 Maintenance Windows

Aithent will work with OCA and will follow OCA's change process as outlined in the OCA's Configuration Management policy.

4.3 Reporting

Aithent must report monthly to OCA the following metrics:

- The number of incident tickets raised, the number of tickets resolved, and the average time to resolution. These numbers must be grouped by Service Level Defect type.
- System outages (both planned and unplanned) along with the amount of time the system was unavailable.
- Copies of any root cause analysis (due to an unplanned outage) from the past month.
- Statistical information that indicates the Performance Standards are being met. If any Performance Standard is not met, Aithent must provide a written plan (and must execute the plan) to resolve the issue(s) that contribute to the failure to meet the Performance Standard.

4.4 Service Levels

Aithent shall provide support in accordance with the service levels defined in Attachment D, Maintenance and Support Services.

5 System Changes

For all changes to the System proposed by Aithent, Aithent must hold a "go/no go" meeting with OCA to determine the readiness of JBCC for the proposed change. If either party votes "no go," the change may not be implemented. Aithent must also submit to OCA for approval a communication plan describing the timing and text of communication being sent with regards to each change.

5.1 Changes impacting Licensees

Aithent must provide notification to OCA regarding any change that will impact the availability of the System at least two weeks prior to the change being made in the production environment, except for emergency changes as described below.

5.2 Emergency Changes

Aithent may submit to OCA a request to make an application change on an emergency basis. Aithent's request must be accompanied by a proposed communication regarding the emergency change.

Attachment B
DELIVERABLE AND SUPPORT/MAINTENANCE FEES

The Deliverable and Support/Maintenance Fees charged under this Agreement are as follows:

Deliverable Number	Description	Completion Criteria	Amount
1	Project Kickoff Presentation	<p>A presentation within 30 days after effective date of the contract to introduce contractor to project team members and familiarize them with the project. The presentation is to include the following topics:</p> <ul style="list-style-type: none"> • Project Overview • Description of Project Development/Programming • Project Schedule • Objectives and Definitions • Process • Deliverables • Roles and Responsibilities • Questions and Answers <p>Presentation materials must be provided to OCA at least 10 working days before the presentation for review and revisions, if necessary.</p>	\$21,250
2	Design/Development and Programming	<ul style="list-style-type: none"> • One or more meetings with JBCC staff to determine the existing processes, forms and letter templates used. • OCA determines that the system meets all requirements established in Attachment A (Statement of Work) 	\$63,750
3	Project Work Plan	<p>A work plan submitted for approval within 10 days of the Project Kickoff Presentation (Deliverable 1).</p> <p>At a minimum, the Work Plan must include:</p> <ul style="list-style-type: none"> • A detailed schedule for project tasks, deliverables, and training • A logical sequence of tasks supporting each deliverable • A specific target completion date for each task and deliverable • Description of task deliverable relationships and dependencies to identify potential impacts on project schedule • Any known project risks and risk mitigation strategies • Written status reports, interval to be mutually agreed upon by Project Management, on project progress and adherence to schedule/budget <p>The schedule must be submitted in both PDF and MPP file formats.</p>	\$34,000
4	Test Environment Installation/Configuration	<ul style="list-style-type: none"> • Any DNS entries needed have been created and configured for the test environment to be accessible from OCA. • OCA Testing Staff have been trained on the system. • Any software needed has been installed and configured for the test environment. • OCA Testing Staff can confirm that the system is running successfully in the test environment. • Scripts and configuration files are stored appropriately in OCA source control. • The connection to the test Texas.gov payment gateway is configured and verified complete by OCA. 	\$80,000
5	Production Environment Installation/Configuration	<ul style="list-style-type: none"> • Any DNS entries needed have been created and configured for the production environment to be accessible from OCA. • OCA JBCC Staff have been trained on the system. • Any software needed has been installed and configured for the production environment. • OCA JBCC Staff can confirm that the system is running successfully in the production environment. • Scripts and configuration files are stored appropriately in OCA source control. • The connection to the production Texas.gov payment gateway is configured and verified complete by OCA. 	\$36,000

6A	Data/Process Conversion – Court Reporters	<ul style="list-style-type: none"> • Data crosswalk from the existing system to the new system is reviewed and approved by OCA. • Data is converted from the existing system to the test environment of the new system. • Data mapping document provided to OCA • OCA verifies that the record counts in the test environment of the new system are accurate. • OCA performs a spot check of records and finds no anomalies. • OCA performs a regression test on the test system with converted data in it and can verify a successful test. 	\$13,250
6B	Data/Process Conversion – Guardianship	<ul style="list-style-type: none"> • Data crosswalk from the existing system to the new system is reviewed and approved by OCA. • Data is converted from the existing system to the test environment of the new system. • Data mapping document provided to OCA OCA verifies that the record counts in the test environment of the new system are accurate. • OCA performs a spot check of records and finds no anomalies. • OCA performs a regression test on the test system with converted data in it and can verify a successful test. 	\$13,250
6C	Data/Process Conversion – Process Servers	<ul style="list-style-type: none"> • Data crosswalk from the existing system to the new system is reviewed and approved by OCA. • Data is converted from the existing system to the test environment of the new system. • Data mapping document provided to OCA OCA verifies that the record counts in the test environment of the new system are accurate. • OCA performs a spot check of records and finds no anomalies. • OCA performs a regression test on the test system with converted data in it and can verify a successful test. 	\$13,250
6D	Data/Process Conversion – Court Interpreters	<ul style="list-style-type: none"> • Data crosswalk from the existing system to the new system is reviewed and approved by OCA. • Data is converted from the existing system to the test environment of the new system. • Data mapping document provided to OCA. • OCA verifies that the record counts in the test environment of the new system are accurate. • OCA performs a spot check of records and finds no anomalies. • OCA performs a regression test on the test system with converted data in it and can verify a successful test. 	\$13,250
7A	Go Live – Court Reporters	<ul style="list-style-type: none"> • JBCC staff is trained on the use of the new system. • All JBCC staff can perform all requirements listed earlier • Website is available to JBCC staff to assign rights to licensees to report current status and to take payments as according to requirements listed. • Final spot check performed by OCA and no anomalies are found. 	\$14,000
7B	Go Live – Guardianship	<ul style="list-style-type: none"> • JBCC staff is trained on the use of the new system. • All JBCC staff can perform all requirements listed earlier • Website is available to JBCC staff to assign rights to licensees to report current status and to take payments as according to requirements listed. • Final spot check performed by OCA and no anomalies are found. 	\$14,000
7C	Go Live – Process Servers	<ul style="list-style-type: none"> • JBCC staff is trained on the use of the new system. • All JBCC staff can perform all requirements listed earlier • Website is available to JBCC staff to assign rights to licensees to report current status and to take payments as according to requirements listed. • Final spot check performed by OCA and no anomalies are found. 	\$14,000
7D	Go Live – Court Interpreters	<ul style="list-style-type: none"> • JBCC staff is trained on the use of the new system. • All JBCC staff can perform all requirements listed earlier • Website is available to JBCC staff to assign rights to licensees to report current status and to take payments as according to requirements listed. • Final spot check performed by OCA and no anomalies are found. 	\$14,000

8	Project Close Out	<ul style="list-style-type: none"> • All documentation has been received and reviewed by OCA • Knowledge transfer has been conducted with OCA IS staff to enable future support and maintenance of the system. • System has been in production for 30 consecutive business days with no unresolved defects. 	\$14,000
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Retained Amount

Of the amounts listed for each deliverable above, OCA will retain 10% of the amounts listed above. The retained amount will be paid to Aithent upon final acceptance of the completed system (Deliverable 8 – Project Closeout).

Maintenance and Support

From September 1, 2017 through August 31, 2018, OCA will pay Aithent \$10,000 each quarter for maintenance and support.

Attachment C
PROJECT TIMELINE

The table below shows the completion date for the functional components defined in Attachment A, Statement of Work. The completion dates are shown in relation to the number of days from executing the Agreement (EA). Aithent will provide a detailed project plan as required by Section 2.1 of the Agreement. The timeline and scheduled will be revised/finalized after discussing with all stake holders after requirements. The dates below are a guideline. A detailed project plan will be agreed to at the outset of the initiative.

Deliverable Number	Description	Completion Date
1	Project Kickoff Presentation	EA + 30
2	Design/Development and Programming	
3	Project Work Plan	EA + 40
4	Test Environment Installation/Configuration	Q1 2017
5	Production Environment Installation/Configuration	Q1 2017
6A	Data/Process Conversion – Court Reporters	Q2 2017
6B	Data/Process Conversion – Guardianship	Q2 2017
6C	Data/Process Conversion – Process Servers	Q2 2017
6D	Data/Process Conversion – Court Interpreters	Q2 2017
7A	Go Live – Court Reporters	Q3 2017
7B	Go Live – Guardianship	Q3 2017
7C	Go Live – Process Servers	Q3 2017
7D	Go Live – Court Interpreters	Q3 2017
8	Project Close Out	Q3 2017

Attachment D
MAINTENANCE AND SUPPORT SERVICES

1. Definitions

The following definitions shall apply to this Maintenance and Support Services Schedule:

<i>Term</i>	<i>Definition</i>
Designated Representative	Customer shall designate in writing a representative (a "Designated Representative") and two alternates who shall be authorized to contact Aithent for Maintenance and Support Services.
First Level Support	<p>In the case of on-premise deployments, Customer will be responsible for providing first-level support to Customer's users for the Software. Such first-level support responsibilities include:</p> <ul style="list-style-type: none">▪ Handling issues related to hardware and software maintenance and failure on client computers; includes in the case of on-premise installations server platforms (operating system, application servers, database servers, web servers and any other required server platform),▪ Ensuring internet connectivity,▪ Provide a virus free environment for users,▪ Ensure users use supported browsers with the requisite settings,▪ Provide support for troubleshooting and resolving problems when it is determined that they are related to deficiencies with the Software.
Releases	Aithent defines its software releases through a numeric code. The numeric code consists of three groups of numbers separated by periods (0.0.0). The first group defines <i>Major Releases</i> (x.0.0), the second group the <i>Minor Releases</i> (0.x.0) and the third group the <i>Service Release</i> (0.0.x).
Second Level Support	<p>Aithent will address the problem in accordance with the notification process and priority levels by providing the following maintenance and support services upon being contacted by a Designated Representative.</p> <ul style="list-style-type: none">▪ Correct and/or provide work-around for the problem▪ Provide feedback/status reports until the problem is resolved▪ Deliver a Service Release to address the problem <p>Respond to Software outages relating to deficiencies in the Software as necessary</p>
Updates	All Minor Releases and Service Releases.
Upgrades	All Major Releases.

Aithent will provide support for the prior Major Release and all associated Minor Releases for a period of 24 months following the issuance of the next Major Release.

2. Delivery of Maintenance and Support Services

Throughout the term of this Agreement, Aithent shall provide:

- Second Level Support to Customer, and
- Updates from time to time as released by Aithent in respect of the Software

2.1 Excluded Services

Unless otherwise agreed to in writing, Maintenance and Support Services to be provided by Aithent specifically exclude:

- Training in the use of the Software to Customer and Customer's users (except as provided in this Agreement),
- Developing new enhancements pursuant to a Customer request,
- Assistance for third party software, hardware and communication networks required to operate and to access the Software,
- Direct assistance and support to Customer's users, and
- Any other services that are not specifically stated in this Agreement.

Aithent is also not responsible for providing Maintenance and Support Services to Customer if the Software is:

- Modified by anyone other than Aithent or a third party authorized by Aithent
- Not used or operated in accordance with the terms of the License Agreement
- Impacted by Customer's additions, upgrades, modifications and/or replacement of hardware or operating systems, or by the addition, removal, upgrade and/or modification of third-party software.

2.2 Additional Services

Subject to the payment of additional fees and expenses based on Professional Services Hourly Rate of \$150/hour, Aithent may perform additional services in addition to the Maintenance and Support Services as agreed to in advance by Aithent and Customer in writing.

2.3 Ownership

All right, title and interest in and to the Software and any modifications, error corrections, improvements or updates provided to Customer by Aithent are and shall remain the sole and exclusive property of Aithent. The use of the Software, error corrections, modifications, improvements and updates shall remain subject to the terms and conditions set out in the applicable license agreement for the Software.

3. NOTIFICATION PROCESS AND PRIORITY LEVELS

3.1 Regular Support Hours

Monday to Friday, from 8:00AM Central to 7:00PM Central, excluding public and statutory holidays observed in the United States.

3.2 Notification

The Designated Representative will notify Aithent promptly of the discovery of any problem in the Software during the Support Hours and will describe the problem to Aithent with adequate specificity and detail sufficient for Aithent

to identify and verify the problem (i.e., data and information sufficient to replicate the problem must be provided by the Designated Representative).

3.3 Response Time

Upon being notified by the Designated Customer Representative of a problem in the Software and the suggested priority level thereof, Aithent will assign a support representative who will, during Regular Support Hours, contact the Customer technical person designated by the Designated Representative within four business hours for Critical and High priority level problems, eight business hours for Medium level problems, and three business days for Low level problems.

3.4 Priority Level

The Aithent support representative shall obtain additional data and information from the Customer technical person regarding the nature of the problem in order to either confirm the Customer's initial priority level or to revise the initial priority level as agreed by the Customer as follows:

PRIORITY LEVEL	DESCRIPTION
Critical	The Software has been installed and configured by Customer, when the Software goes down or becomes unusable. The result is a negative impact to business operations. No alternative or bypass is available based on Aithent's initial analysis of the cause of the problem. Aithent will report on a regular and reasonable basis to advise Customer of: the current status of Aithent's efforts to resolve the problem; Aithent's estimate of the remaining time required to resolve the problem; and other information that is reasonably related to the problem or Aithent's remediation efforts that Customer reasonably requests. Aithent will use commercially reasonable efforts to resolve the problem as soon as possible.
High	Customer is experiencing installation problems or the Software does not operate as described in the user documentation. No alternative or bypass is available based on Aithent's analysis of the cause of the problem. Aithent will report on a regular and reasonable basis to advise Customer of: the current status of Aithent's efforts to resolve the problem; Aithent's estimate of the remaining time required to resolve the problem; and other information that is reasonably related to the problem or Aithent's remediation efforts that Customer reasonably requests. Aithent will use commercially reasonable efforts to resolve the problem as soon as possible.
Medium	The Software performance is degraded but the problem has no critical impact to the business operations. An alternative or bypass is available. Aithent will use reasonable commercial efforts to resolve the problem as soon as possible, but in any case through the delivery of the next Service Release.
Low	No problems with the Software's functionality or operation. No impact to business operations. Minor fault discovered or suggestion provided by Customer. Aithent will use reasonable

commercial efforts to correct the minor fault in a future Service Release or will consider the Customer's suggestion for implementation in a future Service Release, as the case may be.

3.5 Problem Correction

The correction of the reported problem is subject to the following performance standards and in accordance with the priority levels set out above:

- Aithent will assign an Aithent representative to investigate the cause of the problem after receiving Notice of the problem from the Designated Representative
- After the correction has been implemented and installed into the Software by Customer, Aithent will provide the Maintenance and Support Services to Customer in accordance with the priority levels until the problem is confirmed to be corrected by the Designated Representative.

4. CUSTOMER RESPONSIBILITIES

4.1 Problem Reporting

Prior to contacting Aithent, the Designated Representative will be responsible for determining whether the problem being experienced is attributable to: the Customer's own hardware or software; Customer's user's hardware or software; or a deficiency in the Software. If the Designated Representative determines that the problem is attributable to a deficiency in the Software, the Designated Representative shall contact Aithent's help desk as set out in the terms below.

4.2 Back-Up

Customer will backup the SQL database used by Aithent on a daily basis. The backup will allow the database to be restored to the point the daily backup was made.

4.3 Security of Data

Customer shall employ up-to-date encryption technology and/or other means at its sole expense to protect the security of its own data while such data is being transmitted, whether electronically or otherwise, to Aithent. Aithent is not responsible for any unauthorized interception or disclosure of Customer data arising from or out of any transmission by Customer to Aithent.

4.4 Co-Operation

Customer shall provide to Aithent all necessary and reasonable data, information and cooperation as are necessary for the performance of Aithent's obligations. Customer agrees that Aithent shall not be held liable for any delays as a result of Customer's inability or failure to comply with these terms and conditions.



**Office of Court Administration
Business Unit # 21200
Purchase Order # 212170080**

Payment Terms: **Net 30** Freight Terms: **FOB DESTINATION** Ship Via: **Standard** PCC: **D** Date: **10/27/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt: **N**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: Aithent Inc
19 Fulton St Rm 408
New York NY 10038-2126
United States

Ship To: Office of Court Administration
205 W 14th St Suite 600
TCC Bldg
Austin TX 78701
United States

Vendor ID: 1133695879 5

Bill To: Office of Court Administration
P O BOX 12066
Austin TX 78711-3046 United States

Purchaser: Veronica M Strong

Phone:

Fax:

Email: Veronica.Strong@txcourts.gov

Fax:

Email: accounts payable@txcourts.gov

PO Information:

Reference Aithent-OCA Licensure Software Agreement. DIR waiver WA-10-17-8189.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt
1- 1	JBCC licensing application	208/80	1.0000	LOT	\$398,000.00	\$398,000.00
						Schedule Total <input type="text" value="\$398,000.00"/>
<u>Contract ID:</u> OCA-17-011						Item Total for Line # 1 <input type="text" value="\$398,000.00"/>
						Total PO Amount <input type="text" value="\$398,000.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

10/31/2016



Office of Court Administration
Business Unit # 21200
Purchase Order # 212170080

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GENERAL TERMS: All terms and conditions set forth in our bid invitation or request for offers become a part of this contract. Under Section 231.006, Family Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. DELIVERY: All items will be shipped FOB DESTINATION unless otherwise specified on this order. STATE SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. Excise tax exemption certificate is available upon request. PAYMENT TERMS: 30 days after the later of: 1) the date OCA receives the goods under the contract; or 2) the date the performance of the service under the contract is completed; or 3) the date OCA receives an invoice for the goods or services. Texas Government Code, Section 2251.021. NOTES: All electrical items must meet all applicable OSHA standards regulations, and bear the appropriate listing from UL, FRMC or NEMA.

Authorized Signature

A handwritten signature in blue ink that reads "V. Strong, OCA".

10/31/2016