Application Service Provider Agreement

WHEREAS CloudGavel LLC ("CloudGavel") provides a hosted Internet-based, online document electronic signature software service under the trademark "CloudGavel" (collectively the "Service"), and our customer, as specified in the Order Form attached as Exhibit A shall be the Hardin County, Texas ("Customer"), wishes to subscribe to and use the Service. The initial number of subscriptions desired by Customer are specified in the Order Form.

THEREFORE, the parties agree as follows:

1. Definitions and Construction

1.1 As used in this Agreement and in any other related Order Form now or hereafter associated herewith, the following definitions shall apply:

(a) "Agreement" means these terms of use, any Order Forms issued hereunder and any materials available on the CLOUDGAVEL website specifically incorporated by reference herein, as such materials and the terms of this Agreement may be updated by CLOUDGAVEL from time to time in its sole discretion;

(b) "Content" means the information, documents, software, products and services contained or made available to Customer in the course of using the Service;

(c) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

(d) "Effective Date" means the earlier of (i) the date this Agreement is signed by both parties and (ii) the date Customer begins using the Service;

(e) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

(f) "Order Form(s)" means the document or other tangible form of communication evidencing the initial subscription for the Service and any subsequent modification thereto, specifying, among other things, the number of licenses, the applicable fee, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement;

(g) "CLOUDGAVEL Technology" means all of CLOUDGAVEL's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CLOUDGAVEL in providing the Service;

(h) "Service(s)" means CLOUDGAVEL's online document electronic signature software and updates and revisions which CLOUDGAVEL shall implement from time to time, to which Customer is being granted access via IP address under this Agreement, and includes the CLOUDGAVEL Technology, the Content, and data transmission, access and storage; and

2. License Grant & Restrictions

2.1 **Use of Service.** Subject to the payment of fees described in Section 6, CLOUDGAVEL hereby grants Customer a non-exclusive, non-transferable right to access and use the Service, solely for Customer's own internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by CLOUDGAVEL. Customer may and may permit its employees and third party contractors who have been specifically authorized by User in writing (including Customer, collectively "Authorized Users") to access and use the Service solely for the benefit of Customer, subject to and in accordance with the terms of this Agreement. Customer shall notify CLOUDGAVEL of any unauthorized third party access to or use of the Service. Customer shall at all times remain liable for any and all violations of this Agreement by any Authorized User in accordance with the terms and conditions set forth herein.

2.2 **No Sublicense.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without authorization from CLOUDGAVEL; (iv) reverse engineer the Service; (v) grant any security interest in the Service; (vi) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols or labels appearing on or in the Service; or (vii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Authorized User login credentials cannot be shared or used by more than one individual Authorized User but may be reassigned from time to time to new Authorized Users who are replacing former Authorized Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2.3 **Internal Business Use Only.** Customer may use the Service only for Customer's internal business purposes and shall not, nor shall it permit any third party to: (i) upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material,

including material harmful to children or violative of third party privacy rights; (ii) knowingly upload or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2.4 **Access.** The Service will be accessed through CLOUDGAVEL's network (the "CloudGavel Network"). Customer shall (a) comply with any CLOUDGAVEL policies or instructions concerning access to, use of and security of the CLOUDGAVEL Network, (b) access and use the CLOUDGAVEL Network solely for the purpose of exercising the license granted to Customer in Section 2.1, in accordance with the terms and conditions of this Agreement, and (c) cease use of the CLOUDGAVEL Network immediately upon termination or expiration of this Agreement. Customer shall provide its Authorized Users with login credentials to access the CLOUDGAVEL Network, through which Authorized Users are able to access and use the Service. Authorized Users shall not cause or permit their login credentials to be used under any circumstances by any other person or entity for any purpose. Without limiting the foregoing, CLOUDGAVEL shall have the right to restrict and monitor Customer's and its Authorized Users' use of the CLOUDGAVEL Network; however, no such restriction or monitoring shall affect Customer's use of the Services contemplated hereunder in accordance with the terms and conditions set forth herein. Access to the CLOUDGAVEL Network and the Service residing thereon is subject to interruptions for routine maintenance and updates and for any power or service outages and other circumstances outside CLOUDGAVEL's reasonable control. CLOUDGAVEL will use commercially reasonable efforts to provide Customer with reasonable prior notice of any scheduled downtime or maintenance of the CLOUDGAVEL Network. CLOUDGAVEL MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE AVAILABILITY OF THE SERVICE OR UPTIME OF THE CLOUDGAVEL NETWORK. Customer acknowledges that CLOUDGAVEL does not control the transfer of data over communications facilities, including the Internet, and that access to the Service may be subject to the limitations, delays and security breaches inherent in the use of such communications facilities.

2.5 **Third Party Software.** Certain third party proprietary software is made available to Customer together with the CLOUDGAVEL Technology and the Service pursuant to certain third party licenses and notices as indicated in the documentation posted on the Service ("Third Party Software"). This Agreement does not grant Customer or any of its Authorized Users any right to use such Third Party Software, nor does CLOUDGAVEL make any representation or warranty regarding such Third Party Software. Use of Third Party Software is subject to the terms and conditions of the applicable third party licenses or notices.

3. Customer Responsibilities

3.1 **Compliance.** Customer is responsible for all activity occurring under Authorized User accounts and Customer shall and shall cause all Customer Users to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions. Customer shall and shall cause all Customer Users to: (i) notify CLOUDGAVEL immediately upon discovering any unauthorized use of any CLOUDGAVEL password or account or any other known or suspected breach of security; (ii) report to CLOUDGAVEL immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another CLOUDGAVEL user or provide false identity information to gain access to or use the Service. Furthermore, other than the payment of amounts due pursuant to Annex 1 attached hereto or as otherwise expressly provided in this Agreement, Customer shall cause each Authorized User to comply with the obligations of this Agreement as if the Authorized User is the Customer.

4. Account Information and Data

4.1 **Customer Data.** . In the event this Agreement is terminated, CLOUDGAVEL will provide to Customer a file of the Customer Data within 30 days of termination.   This data should be provided in a commonly used format that does not require a proprietary product to access (e.g. csv).

4.2 **Backup.** CLOUDGAVEL shall conduct full database server backups at appropriate intervals, in its sole and absolute discretion, based upon utilization and data content changes. CLOUDGAVEL shall store a monthly backup offsite for disaster recovery and long term data archive. Upon Customer's written request and at the published custom programming service fees, Customer's Data may be restored. Customer Data is archived on a 2 week rotating backup basis. CLOUDGAVEL shall use commercially reasonable means to ensure the security of Customer Data during the term of this Agreement, and any renewal thereof, and in accordance with all records and reporting requirements set forth herein.

4.3 **Analysis.** CLOUDGAVEL reserves the right to perform statistical analysis and diagnostics of all of our web sites, data, application hosting and our hosting systems. We do this to measure the effectiveness of our web sites, to optimize website performance, and to ensure license compliance. In connection with the foregoing, CLOUDGAVEL may aggregate deidentified Customer Data, and other information collected by CLOUDGAVEL in connection with Customer's or its Authorized Users' use of the Service, with non-identifiable anonymous data from other CLOUDGAVEL customers to create anonymous aggregated data that does not identify Customer or any Customer Data or Authorized User ("Aggregated Data"). CLOUDGAVEL shall solely own all rights in and to any Aggregated Data, and has the irrevocable right to maintain, store, use, disclose or sell such Aggregated Data; however, Customer shall retain full ownership of Customer Data. CLOUDGAVEL may use Aggregated Data for its internal purposes, including, without limitation, to perform statistical analyses to improve the Service, and for CLOUDGAVEL's other legitimate business purposes, including, without limitation, to supply market research to strategic partners, advertisers or other third parties.

5. Intellectual Property Ownership

5.1 **Ownership.** CLOUDGAVEL alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDGAVEL Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). CLOUDGAVEL will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to CLOUDGAVEL, that Customer has the right to provide such Feedback to CLOUDGAVEL. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the CLOUDGAVEL Technology or the Intellectual Property Rights owned by CLOUDGAVEL. The CLOUDGAVEL name, the CLOUDGAVEL logo, and any other product names that may be associated with the Service are trademarks of CLOUDGAVEL or third parties, and no right or license is granted to use them.

5.2 **Further Assurances.** If Customer is ever held or deemed to be the owner of any CLOUDGAVEL Technology, the Service or the Content, or any Intellectual Property Rights therein or thereto, Customer hereby irrevocably and exclusively assigns to CLOUDGAVEL all right, title and interest in and to such technology, service or content and the Intellectual Property Rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, Customer hereby grants to CLOUDGAVEL an exclusive, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such CLOUDGAVEL Technology, Service or Content. Upon CLOUDGAVEL's request, Customer shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of CLOUDGAVEL in and to the CLOUDGAVEL Technology, the Service and the Content.

6. Charges and Payment of Fees

6.1 **Fee Payment.** Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms set forth in the applicable Annex Form on or before the first day of each month. The initial charges will be equal to the current number of seats of total Authorized Users set forth in such Annex Form multiplied by the subscription fee noted in such Annex Form. Payments must be made per the agreed upon billing cycle in advance. In the event of contract termination, all pre-payments of subscription fees will be refundable at a pro-rated amount.

6.2 **Volume Fee Schedule.** A schedule of fees based upon individual license utilization volumes is specified in Annex 1 and is hereby incorporated into this agreement by reference.

6.3 **Additional Licenses.** Customer may add subscriptions through an additional written Annex Form. Added subscriptions will be coterminous with the then-current Term (either the Initial Term or a Renewal Term) unless expressly terminated by Customer, and the fees for the added subscriptions will be the then current, generally applicable subscription fee per the then current fee structure. CLOUDGAVEL reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by US Postal Service or e-mail to Customer.

7. Billing and Renewal

7.1 **Fees in Advance.** Customer shall pay all fees in advance for use of the Service. Customer shall be responsible for payment of all such taxes, levies, or duties if applicable, excluding only taxes based solely on CLOUDGAVEL 's income.

7.2 **Billing.** Customer agrees to provide CLOUDGAVEL with complete and accurate billing and contact information.

7.3 **Errors.** Any errors or inaccuracies in the invoice must be notified to CLOUDGAVEL in writing within 60 days of the invoice date with a copy of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

8. Suspension and Audit

8.1 **Non-Payment Suspension or Termination.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service if any invoice remains unpaid for a period exceeding 30 days from the date of the invoice. Unpaid invoices incur 12% interest compounding monthly, or the maximum permitted by law, whichever is less, plus all expenses of collection and attorney fees. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account. Customer agrees that CloudGavel may charge such unpaid fees to Customer's credit card or otherwise bill for such unpaid fees.

8.2 **Additional Causes for Suspension.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service in the event of Customer's or any of its Authorized Users' (i) breach of Section 2, Section 3, Section 5 or Section 12, (ii) violation of applicable laws, or (iii) gross negligence, willful misconduct or fraud.

8.3 **Reconnection Fee.** CLOUDGAVEL reserves the right to impose a reconnection fee in the event Customer's account is suspended and thereafter Customer requests access to the Service.

8.4 **Records and Reporting.** CLOUDGAVEL will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement,

including, without limitation, of costs incurred through the later of six (6) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, CLOUDGAVEL will deliver to the Customer all plans and records of work compiled through the date of termination. Additionally, CLOUDGAVEL is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Customer.

8.5 **Audit and Other Oversight.** In addition to the obligations set forth in 8.4 above, and notwithstanding anything to the contrary herein, CLOUDGAVEL will submit to any Customer audit, inspection, and review and, at the Customer's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of CLOUDGAVEL, its employees, agents, assigns, successors and subcontractors, during normal business hours at CLOUDGAVEL'S office or place of business in Louisiana. If no such location is available, CLOUDGAVEL will make the documents available at a time and location that is convenient for the Customer. Failure to comply with such requests shall constitute a material breach of the Agreement.

9. Renewal and Termination

9.1 **Term.** This Agreement commences on the Effective Date and continues until terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement is one (1) year and commences on the Effective Date. Upon mutual agreement of the parties, this Agreement may be renewed for no more than four (4) annual one (1) year terms at the then negotiated rates.

9.2 **License Volume Modification and Termination.** Either party may terminate this Agreement or reduce the number of subscriptions, effective upon the expiration of the then-current Term, by notifying the other party in writing prior to the expiration of the then-current Term.

9.3 **Breach of Payment Obligation.** Any breach of Customer's payment obligations or unauthorized use of the CLOUDGAVEL Technology or Service will be deemed a material breach of this Agreement. If Customer breaches or otherwise fails to comply with this Agreement, and such breach or noncompliance remains uncured in excess of 30 days following Customer's receipt of CLOUDGAVEL's notification thereof, then CLOUDGAVEL may cancel Customer's password, account and use of the Service upon written notice to Customer of any such material breach of this Agreement. Notwithstanding the foregoing, CLOUDGAVEL may terminate this Agreement and Customer's access and use of the Service immediately upon written notice to Customer in the event of (i) Customer's or its Authorized Users' breach of Section 2, Section 3, Section 5 or Section 12 or (ii) Customer or any of its affiliates commences a voluntary (or is a debtor in an involuntary) proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property.

9.4 **Effect of Termination**. Upon expiration or earlier termination of this Agreement for any reason, Customer agrees to immediately (i) cease, and shall cause its Authorized Users to cease, accessing and using the Service and the Content, (ii) pay in full any remaining balance of fees and any other sums outstanding that are then due and payable under this Agreement, and (c) return to CLOUDGAVEL all of CLOUDGAVEL'S Confidential Information then in Customer's possession or control.

9.5 **Survival.** Sections 3.1, 5, 9.4, 9.5, and 11-18 shall survive the termination or expiration of this Agreement.

10. Representations & Warranties

10.1 **Power & Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not provided any false identification or other information to gain access to the Service and that the billing information provided is correct.

10.2 **ACCESS TO SERVICE(S).** CUSTOMER AGREES THAT CLOUDGAVEL IS NOT RESPONSIBLE FOR ANY SERVICE LIMITATIONS CAUSED BY THE INABILITY TO ACCESS THE INTERNET OR MAINTAIN A STRONG OR CONSISTENT CONNECTION TO THE INTERNET.

10.3 **FORCE MAJEURE.** OTHER THAN THE PAYMENT OF AMOUNTS PROVIDED ON ANNEX 1, NEITHER PARTY WILL BE DEEMED TO BE IN BREACH OF THIS AGREEMENT, OR BE ENTITLED TO DAMAGES OR CREDITS PURSUANT TO THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY THE OTHER PARTY OR BY AN ACT OF GOD, WAR, CIVIL DISTURBANCE, COURT ORDER, STRIKE, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FAILURES OR FLUCTUATIONS IN POWER, HEAT, LIGHT, AIR CONDITIONING, INTERNET HUBS OR TELECOMMUNICATIONS EQUIPMENT.

11. Disclaimer of Warranties

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data.

12. Confidentiality

12.1(a) **Confidential Information.** "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of CLOUDGAVEL or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of CLOUDGAVEL to Customer or any of its Authorized Users under this Agreement, except as otherwise provided herein. Without limiting the foregoing, Confidential Information includes the CLOUDGAVEL Technology, the Content and the Service, but shall not include the terms and conditions of this Agreement. Confidential Information shall also not

include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Authorized Users by or on behalf of CLOUDGAVEL; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Authorized Users; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to CLOUDGAVEL with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information. CLOUDGAVEL acknowledges that they shall be subject to public records laws.

12.1(b) Customer Data and all identifying information included therein is considered "Confidential Information" and shall not be shared in any way by CloudGavel with third parties. Due to the nature of the information included in Customer Data, future, ongoing or past criminal investigations will be put at risk if Customer Data is shared by CloudGavel. This includes but is not limited to names, addresses, jurisdictions, and objects described in the Customer Data and use of Cloud Gavel.

12.2   **Restrictions.** Customer shall: (i) not disclose Confidential Information to any third party without the prior written consent of CLOUDGAVEL, except as expressly permitted by this Agreement; (ii) use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement, in each case in accordance with the terms hereof; and (iii) safeguard the Confidential Information to the same extent that Customer protects its own Confidential Information, but under no circumstances with less than reasonable care. Notwithstanding anything to the contrary set forth herein, Customer may disclose Confidential Information to (a) its Authorized Users who are bound to Customer by obligations of confidentiality that are substantially similar to those set forth herein, and (b) the extent required by applicable law or order of a court or governmental entity, including, but not limited to, La. Rev. Stat. 44:1 et seq., provided that Customer immediately furnishes CLOUDGAVEL with prior written notice of such disclosure and cooperates with CLOUDGAVEL in obtaining a protective order or other appropriate relief. In the event that CLOUDGAVEL is unable to obtain such protective order or other appropriate relief, Customer shall limit such disclosure to that which is legally required and shall seek confidential treatment thereof.

13. Limitation of Liability

13.1 IN NO EVENT SHALL CLOUDGAVEL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF CLOUDGAVEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, CLOUDGAVEL'S LIABILITY FOR CLIENT'S DAMAGES SHALL BE FURTHER LIMITED BY THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS.

13.2 IN NO EVENT SHALL THE CUSTOMER BE LIABLE FOR ANY ACTS, ERRORS OR OMISSIONS CASUED DIRECTLY BY THE ACTIONS OF CLOUDGAVEL'S EMPLOYEES, AGENTS OR DESIGNEES.

14. Notice

14.1 CLOUDGAVEL may give notice by means of electronic mail to Customer's e-mail address on record in CLOUDGAVEL 's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in CLOUDGAVEL 's account information. Such notice shall be deemed to have been given when received by Customer. Customer may give notice to CLOUDGAVEL (such notice shall be deemed given when received by CLOUDGAVEL) at any time by any of the following: letter delivered by nationally recognized expedited delivery service or first class postage prepaid mail to CLOUDGAVEL at the following address: CLOUDGAVEL LLC, 8733 Siegen Lane, Ste. 147, Baton Rouge, LA 70809 addressed to the attention of: Chief Financial Officer or by email delivered to sales@cloudgavel.com.

15. Modification to Service; Precedence

15.1 Without limiting the foregoing, this Agreement may only be modified by written agreement of the parties. In the event of any conflict between the terms of this Agreement, and the terms of any Order Form or any CLOUDGAVEL policies, the terms of this Agreement shall prevail.

16. Assignment; Change in Control

16.1 This Agreement may not be assigned by Customer, by operation of law or otherwise, without the prior written approval of CLOUDGAVEL. Any purported assignment in violation of this section shall be void.

17. General

17.1 **Governing Law.** This Agreement shall be governed by the laws applicable in and to Louisiana without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to a court of competent jurisdiction within Hardin County, State of Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

17.2 **No Business Affiliation.** No joint venture, partnership, employment, or agency relationship exists between Customer and CLOUDGAVEL as a result of this agreement or use of the Service.

17.3 **No Waiver.** The failure of CLOUDGAVEL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CLOUDGAVEL in writing. This Agreement, together with any applicable Order

Form, comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17.4 **Equitable Relief.** Customer acknowledges and agrees that money damages are not a sufficient remedy for any breach of Sections 2, 3, 5 or 12, and that, in addition to all other remedies available under this Agreement, or at law or in equity, CLOUDGAVEL shall be entitled to seek specific performance and/or injunctive or other equitable relief without the necessity of posting bond as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

17.5 **Termination for Non-Appropriation**. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Customer will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

17.6 **Prohibition of Financial Interest in Agreement**. No elected official or employee of the Customer shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Customer shall be deemed to be a financial interest of such elected official or employee of the Customer. Any willful violation of this provision, with the expressed or implied knowledge of CLOUDGAVEL, shall render this Agreement voidable by the Customer and shall entitle the Customer to recover, in addition to any other rights and remedies available to the Customer, all monies paid by the Customer to CLOUDGAVEL pursuant to this Agreement without regard to CLOUDGAVEL'S otherwise satisfactory performance of the Agreement.

17.7 **Prohibition on Political Activity**. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17.8 **Non-Exclusivity**. This Agreement is non-exclusive and CLOUDGAVEL may provide services to other clients, subject to the Customer's approval of any potential conflicts with the performance of this Agreement and the Customer may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

17.8.2 **Convicted Felon Statement**. No principal, member, or officer of CLOUDGAVEL has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

17.8.3 **Non-Solicitation Statement**. CLOUDGAVEL has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CLOUDGAVEL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Questions regarding this Application Service Provider Agreement or CLOUDGAVEL's privacy and security policies may be directed to CLOUDGAVEL by e-mailing such questions to: support@cloudgavel.com.

Accepted and Agreed:
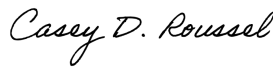
Hardin County, Texas   CLOUDGAVEL LLC

By: By: *Casey D. Roussel*

Name: Name: Casey Roussel

Title: Title: President and CCO

ANNEX 1

Fee Schedule:

Hardin County, Texas will have the following price structure for the first years' service – (April 1, 2024 - March 31, 2025).

Hardin County, Texas will pay an annual subscription fee of **$5,000.00 USD** for the first years' service, which is currently set to begin on April 1, 2024. This contract will auto-renew each year unless canceled in writing by either party.

The annual subscription fee includes the following:

- Department deployment of the CloudGavel Solution to all Hardin County, Texas personnel that require access to the system.
- All system-wide product enhancements
  - These consist of all enhancements that are available to all clients. Any features that are specific to only the Hardin County, Texas, meaning that the features are not used by any other agency besides the Hardin County, Texas will fall under the custom feature fee schedule.
- Full technical support and ll system bug fixes
- Complete training on all product features and enhancements

Hardin County, Texas will pay an hourly rate of $110 USD for all customized features. Customized features will be defined as any product enhancements that are specific to Hardin County, Texas. Hardin County, Texas will NOT be billed for standard system-wide product updates. Any custom project will be accompanied by a signed scope of work by both parties. The scope of work will include deliverables and time to completion.

Any additional services supplied to Hardin County, Texas by CloudGavel outside of the electronic warrant system will be billed on a mutually agreed price and scope of work prior to the start of any project.

Billing Contact Info:

Name: _____

Email: _____

Phone: _____

Accepted and Agreed:

Hardin County, Texas	CLOUDGAVEL LLC
By:	By: _Casey D. Roussel_
Name:	Name: Casey Roussel
Title:	Title: President and CCO