



30 May 2012

Mr. David Olinger
Public Health Preparedness Coordinator
Fort Bend County Health & Human Services
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg TX 77471

Dear David

The Federal Acquisition Regulation (FAR) 6.302, "*Circumstances permitting other than full and open competition*" describes seven exceptions that can be invoked as sole source justification. As you know, for the last couple of years, Fort Bend County Health & Human Services has used the clinic and vaccination tools available through Texas Regional Information System (TRIS) powered by i-INFO. TRIS meets the requirements of the first exception (FAR 6.302-1), i.e., there is only one responsible source and no other product or services satisfies the requirements. Under this exception, the purchase of TRIS meets the criteria of *unicity*, i.e. the item is *only available* from one single supplier.

This letter confirms and attests that the TRIS, powered by i-INFO is only available through Apex Innovations, Inc. We are the sole provider of our patented product, i-INFO, and establishment of TRIS was awarded to Apex Innovations, Inc. by competitive bid in 2006.

TRIS is the only program available that allows each organization within the network to share only those pieces of information they chose to share with others in their network or the entire TRIS system.

If you have any questions, please contact me at 913.254.0250 x116.

Sincerely

A handwritten signature in black ink that reads "Connie M. Fox". The signature is written in a cursive, flowing style.

Connie M Fox
Chief Financial Officer

THIS STATEMENT OF WORK-9 (SOW-9) from Fort Bend County TX, (FBC TX) a political subdivision of the State of Texas, on behalf of FBC TX Health and Human Services (FBC HHS), as well as the Houston Area Regional Information System (HARIS) Network to Apex Innovations, Inc. (Apex), upon execution by both parties, shall be attached by reference and subject to the provisions of the current HARIS Network Master Services Agreement (MSA) executed September 8, 2008.

Apex Primary Work Contract (PWC): Joe Abrams
913.254.0250 x 102
joe.abrams@apex-innovations.com

Work Location: Apex Innovations, Inc.

SOW Term

Apex being in receipt of a fully executed SOW-9 and initial payment (Payment 1) per the "Payment Terms" below shall be considered notice to proceed (NTP).

If a fully executed SOW-9 and initial 50% payment is not received before June 18, 2012, the terms of this SOW-9 are subject to renegotiation of pricing and delivery schedule based on the then-current work load.

SOW Scope

Project: **Expedited Enhancements to Event Schedule Setup and Household/Group Registration**

1. Event Schedule Setup

This enhancement allows the registry event manager to add appointment timeslots and locations to an existing event or a new event created from an event template.

- The Event Schedule Setup will be done within Registry Event Manager (REM).
- Apex will work with customer to create event templates with initial settings.
- Each organization has a "settings" page with a listing of all available event templates that they can create an event from and to add schedule information. Additions/modifications are limited to:
 - Event locations – Has free form entry: location name (business, building, etc.), address line, city, state, zip, plus one published contact person per location, including a free form entry of their name, phone and email
 - Date/Time - Date selector with free form entry of times
 - Number of slots per time
 - Person(s) to be notified of registrations per each event location
 - Global notification list: person(s) to be notified of registrations for all event location

- The system will automatically generate a URL for each event

NOTE: All setup not listed above will be done by Apex.

2. Household/family/group appointment registration*

This enhancement allows an individual to make appointments for the entire household/family/group within the same registration. The term "Household/family/group" refers to all members associated with the same address.

- Individual (head of household) enters # of household members and selects a time that contains enough slots. A household must register in the same timeslot, meaning a single household cannot be split among different timeslots within the same registration
- Time counter on the person contact info form will be adjusted to accommodate entering information for multiple members
- Head of household enters name for each household member needing an appointment
- Head of household can remove name from the list if the member no longer needs an appointment
- If medical screening is required for the registration, the screening must be completed for each household member with an appointment
- The appointment time cannot be restricted by the outcome of the screening for members: The entire household must come to the selected time regardless of what medication they are qualified to receive
- Separate consent forms will be generated for each member
- A single confirmation email will be sent having all household members listed
- Each registered member will have his/her own confirmation # that can be used to change/cancel the individual's appointment
- A household confirmation number will be available with option to change/cancel the entire group's appt.
- Change/Cancel form will be updated to handle household groups

* Note: The registry process, if not otherwise stated, will flow as it does before this enhancement.

Apex will provide periodic status updates to FBC HHS contact, for the duration of this SOW.

Any edits, updates, deletions, enhancements or any other changes to the i-INFO software product that results from this SOW shall be the sole and exclusive property of Apex and is neither in any way nor under any circumstance to be considered a work product-for-hire.

Any change(s) and/or enhancement(s) under this SOW will be made available to the HARIS network and, as part of the Texas Regional Information System program, to all TRIS networks. Other licensed user(s)

or network(s) may also be granted access to the enhancements identified in this SOW as deemed appropriate at the sole discretion of Apex.

Rate

This SOW is on a fixed cost basis for a total of Sixty-Four Thousand Dollars (\$64,000.00).

Expenses

Expenses are not expected as a part of this SOW. If it appears expenses will be necessary, PWC shall seek approval of FBC TX per provisions of Section 4.3 of the MSA.

Expected Schedule

Work begins upon receipt by Apex of Notice to Proceed (Fully Executed SOW-9 and 50% payment) which at present is estimated to be received by Apex in June, 2012. The following estimated schedule is based upon receiving approval to proceed not later than June 18, 2012.

1. Apex shall have a Conceptual Design Document available to David Olinger no later than August 20, 2012 for Conceptual Design Acceptance.
2. Conceptual Design Acceptance (CDA) is to be finalized by Mr. Olinger by August 28th. For up to five (5) days after CDA or September 5th, Apex will work closely with Mr. Olinger on any questions, considerations, suggestions or ideas he may have regarding the approved design, some of which may be, at the sole and exclusive determination of Apex, added to the design.
3. CDA and Payment 2 received by Apex within three (3) weeks after the Conceptual Design Documents are available to Mr. Olinger (both are required to proceed).
4. Expedited enhancements will be deployed no later than December 31, 2012.**
5. Final payment is received by Apex within three (3) weeks after deployment.

If NTP, CDA or any Payments are received by Apex at times different than indicated in this "Estimated Schedule" section, the schedule indicated in this section may be delayed, at the sole determination of Apex.

*** To avoid potential disruptions to client work processes or emergency responses, Apex generally rolls code to production on weekends during which there are no actual or likely emergency situations in any client vicinity.*

Payment Terms

An initial payment equal to fifty percent (50%) ("Payment 1") of the total quoted rate stated herein or Thirty Two Thousand Dollars (\$32,000.00) shall be due with the signed SOW-9 and such payment shall be considered an integral part of the NTP.

A payment equal to twenty-five percent (**25%**) (“Payment 2”) of the total quoted rate stated herein or Sixteen Thousand Dollars (\$16,000.00) is due to Apex upon acceptance of the Conceptual Design Document by David Olinger, Public Health Preparedness Coordinator, Ft. Bend County Health and Human Services, Ft. Bend County TX. FBC TX shall make Payment 2 to Apex not later than twenty-one (21) calendar days after design acceptance. Receipt of Payment 2 is considered part of the Conceptual Design Acceptance; the schedule to complete the project will continue as shown in “Expected Schedule” section above when Apex is in receipt of both Payment 2 and written Conceptual Design Acceptance by Mr. Olinger.

A final payment equal to twenty-five percent (**25%**) (“Payment 3”) of the total quoted rate stated herein or Sixteen Thousand Dollars (\$16,000.00) is due to Apex upon delivery of the enhanced Event Schedule Setup and verification by David Olinger, Public Health Preparedness Coordinate, that said tool meets or exceeds the provisions of the Conceptual Design Document associated with this SOW-9. Payment 3 shall be due to Apex not later than twenty-one (21) calendar days after delivery as specified herein.

If mailed, such payments shall be sent to:

Apex Innovations, Inc.
Attn: Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787


Not to Exceed

This SOW is on a pre-paid, fixed cost basis.

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IN WITNESS WHEREOF, Apex and FBC HHS have caused this SOW to be executed as of the final date signed.

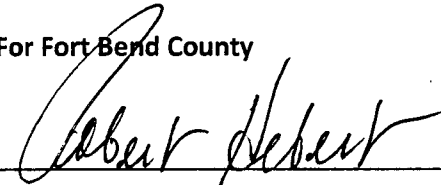
For Apex Innovations, Inc.



Connie M Fox, Chief Financial Officer
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787

5/30/2012
Date

For Fort Bend County



Print Name: Robert E. Hebert

June 5, 2012
Date

Print Title: County Judge
Fort Bend County TX Health & Human Services
Rosenberg Annex
4520 Reading Road, Ste A
Rosenberg TX 77471

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Master Services Agreement

Corporate Offices

1951 West 162nd Street
Olathe KS 66062
Tel: 913.254.0250

Rev 2

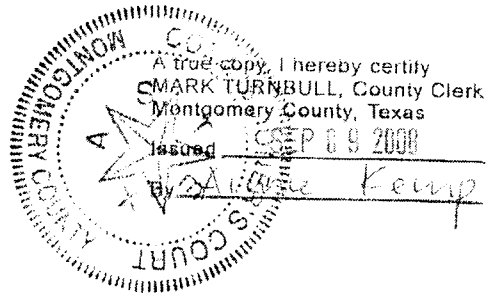
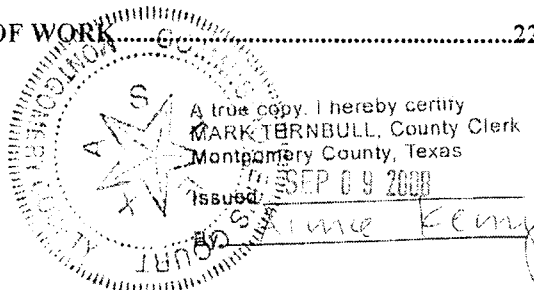


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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is by and between Apex Innovations, Inc. ("Apex"), a Delaware corporation, 19951 West 162nd Street, Olathe KS 66062-2787, and Montgomery County Texas, 301 North Thompson Street, Ste 201, Conroe TX 77301, a political subdivision of the State of Texas, by and through its Commissioners' Court on behalf of the Office of Emergency Management ("Customer"), individually referenced as a "Party" and collectively as the "Parties," and shall have the same Effective Date as the Effective Date of the End User Software License Agreement executed by and between the Parties..

RECITALS

WHEREAS, Apex develops and offers specialized software products for sale ("Products") and provides comprehensive consulting services in the areas of systems deployment, information management, process improvement and change management (the "Services") to customers in government and business sectors ("Clients"), and

WHEREAS, Customer has concurrently signed an End-User Software License Agreement (the "EUSLA") and a Software Service Level Agreement (the "SSLA") with Apex and may also desire to engage Apex to perform certain Services defined by this Agreement for Customer, and

NOW THEREFORE, Customer and Apex desire to enter into this Agreement, the terms and conditions of which are herein set forth.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions

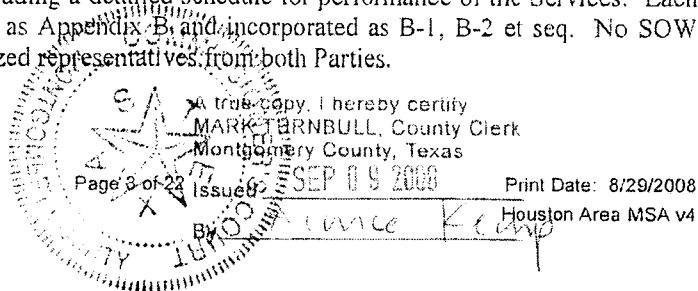
"Deliverables": All data, materials, work product and deliverables to be developed or delivered by Apex in connection with the Services set forth in an applicable Statement of Work (SOW).

"Intellectual Property Rights" means any and all inventions, works of authorship, information fixed in any tangible medium of expression, moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, and ideas, subject to any form of legal protection anywhere in the world, and all other subject matter that may be protected under any intellectual property law, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, software, programming, applets, scripts, and designs.

"Services": The technical support, training and/or consulting services to be performed by Apex, as described in this Agreement and applicable SOW(s).

"Specifications": The specific requirements for Services and Deliverables as described in this Agreement and applicable SOW(s).

"Statement of Work" or "SOW": The mutually agreed plan and delineation of responsibilities, activities, events, Services, and Deliverables to be accomplished under this Agreement. Each SOW shall include clearly defined expectations including a detailed schedule for performance of the Services. Each executed SOW shall be attached hereto as Appendix B, and incorporated as B-1, B-2 et seq. No SOW shall be effective until signed by authorized representatives from both Parties.



“Customer Representative”: The Customer employee or personnel designated in a properly executed SOW who is responsible for directing, and coordinating the Customer activities and events as well as approving acceptance of Apex Services and Deliverables.

2. Engagement

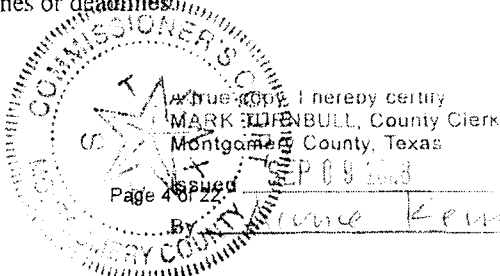
2.1 Services. Apex shall perform the Services according to the terms and conditions set forth in this Agreement and the applicable SOW. If Apex provides any Services at a Customer facility, Apex shall cause its personnel and any authorized subcontractor providing the Services to comply with Customer rules, regulations and policies as provided to Apex by Customer.

2.2 Personnel. Apex shall provide appropriately experienced and qualified personnel to perform the SOW. Apex agrees to reassign Apex-provided personnel whose performance Customer considers unacceptable. If requested by Customer, Apex will provide prior written notice and receive Customer’s approval, for any changes to key Apex personnel providing Services hereunder. If personnel who have been providing the Services are replaced with other personnel, hourly fees for the Services provided by the replacement personnel, if applicable, shall be at the rates for the Services provided by the personnel they replace or at such other rates as the parties may agree; provided, that Customer shall not be obligated to pay for time, if any, necessary for replacement personnel to reach the level of proficiency required to effectively perform their required roles.

2.3 Changes to the Services. The Customer Representative may at any time, on behalf of Customer, request in writing changes to the SOW, including additions, changes, and postponements of any or all of the Services. Such written notice shall be provided to Apex pursuant to Section 19.7 of this Agreement. If Apex believes that a request to perform any particular Services goes beyond the scope of said SOW, Apex must submit written notice to Customer within fifteen (15) business days after receipt of the written request for change from Customer. Such notice will state that Apex believes the requested Services are beyond the scope of the SOW and may also include a request for additional compensation and adjustments to the schedule, detailing the reasons for such additional compensation and schedule adjustment provided that Apex agrees to accept the request. If such changes are agreed upon, in writing, the total authorized expenditure amount shall be adjusted and any applicable schedule changes incorporated if necessary and shall be authorized only through a written amendment to the applicable SOW, signed by both parties.

2.4 Subcontracting. Apex may not subcontract responsibility for completion of any Services without the prior written consent of Customer. If Customer authorizes Apex to subcontract Services, Apex shall remain responsible and liable for a subcontractor’s compliance with this Agreement and performance hereunder. Customer may require Apex to remove/replace any subcontractors whose performance is deemed unacceptable to Customer. In no event shall Customer pay more for subcontracted Services than Customer pays for Apex’s Services hereunder (i.e., time and materials rates for subcontractors shall be the same or less than time and materials rates for Apex). Notwithstanding, Apex may use contract employees that work solely under the direction of Apex at Apex’s sole discretion, and subject to this Agreement, such contract employees shall be the responsibility of Apex as any other Apex employee.

2.5 Reports. For periods where Apex is actively performing Service for Customer, Apex shall submit to Customer invoices and associated progress reports describing the status of Apex’s performance of the Services. Apex will include the following items in such documents as deemed appropriate: (i) the Services performed; (ii) hours expended; (iii) total dollars charged; (iv) milestones or deadlines met and/or missed by Customer and Apex; and (iv) if applicable, the recommendation or plan to remedy delays and previously missed milestones or deadlines.



3. Term

The initial term of this Agreement shall begin on the Effective Date and shall continue for two (2) years from the Effective Date, unless earlier terminated pursuant to Section 7. At the end of each term, Agreement will automatically renew for subsequent two (2) year periods until terminated, in writing by either Party. If Services under an applicable SOW extend beyond the then current term, this Agreement shall continue with respect to such SOW until the satisfactory completion of the Services thereunder.

4. Payments

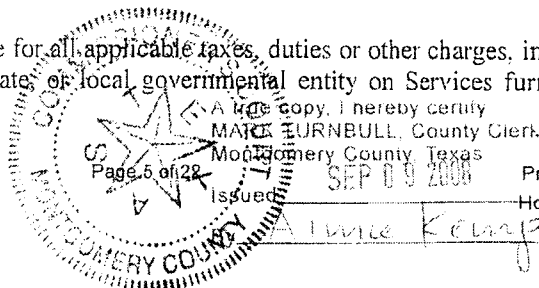
4.1 Fees. Subject to Apex's performance of the Services hereunder, Customer shall compensate Apex on a fixed fee or time and expense basis, as set forth in the applicable SOW. Apex's Standard Hourly Fees are attached as Exhibit 1. Such Fees can be modified annually with sixty (60) days written notification to Customer to be effective for any SOW executed after the end of the 60-day notification period. Apex shall not proceed with or be reimbursed for any Services that (i) have not been authorized in advance by Customer Representative in connection with an applicable SOW, or (ii) exceed any budget or expenditure limit set forth in an applicable SOW.

4.2 Invoices. Apex shall invoice Customer on a monthly basis for Services rendered during the prior period with detail satisfactory to Customer of services rendered. Apex shall submit invoices to the address / Customer Representative set forth in the applicable SOW and all invoices will include a reference to the applicable SOW, a detail of hours charged to the SOW and a brief description of services provided for which the invoice is being submitted. All undisputed portions of correct and complete invoices are due for payment by Customer within thirty (30) days after receipt of an invoice, with a two (2) percent discount offered for payments made within the ten (10) day period. That portion of any invoice that utilizes State or Federal funds will be payable after Customer receives such funds. Customer shall make reasonable effort to process payments within ten (10) days of access to funds for all Services worked and invoiced by Apex. Payment shall be submitted to Apex via either pre-arranged wire transfer, PayPal® or mailed via USPS to the following location: (Any additional costs incurred for payment method will be the responsibility of the Customer)

Apex Innovations, Inc.
Attn: Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x116
Email: adminsrvc@apex-innovations.com

4.3 Expenses. Expenses that are pre-approved in writing and are reasonable and necessary shall be reimbursed at actual cost without markup. Unless stipulated within an individual SOW and approved in writing by both parties, Customer will not be charged for travel time. Out-of-town travel expenses for airfare will be at coach rates, although Apex may choose to upgrade at its own expense. Where practical, airfares shall be booked at least seven (7) days in advance. Rental cars will be reimbursed at actual cost and shall not exceed \$65 per day, excluding taxes and insurance. Intra-city ground transportation, if necessary, will be reimbursed at actual cost. Moderately priced business class hotels shall be reserved using Customer designated hotels, as possible, where discounts have been negotiated. Should pre-negotiated rates or pre-set limits apply to rental cars, travel or hotels, Customer is responsible for making reservations that comply with stated limits or providing the necessary documentation and identification for Apex personnel to easily meet the pre-set limits. A daily meal per diem of \$45 is allowed for each person performing Services hereunder when traveling with overnight stays, unless otherwise notified in writing.

4.4 Taxes. Customer is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state, or local governmental entity on Services furnished by Apex



under this Agreement, except for taxes based on Apex's net income, gross revenue or employment obligations. Customer will provide Apex any signed documentation verifying the exemption of any sales or use tax at signing of Agreement. Notwithstanding that customer may file said documents with Apex, if for any reason, applicable law or regulation Apex becomes obligated to collect and remit any taxes relating to the Services performed by Apex, then Apex will invoice Customer for same. Apex will indemnify, defend and hold harmless Customer from and against any interest, penalties or other charges resulting from the non-payment or late payment of taxes or other charges for which Apex failed to invoice Customer or which Apex otherwise failed to pay in a timely manner. However, it is Customer's responsibility to advise Apex on Exhibit 2 of this Agreement of known tax requirements to be collected by Apex from Customer in the Designated Service locales.

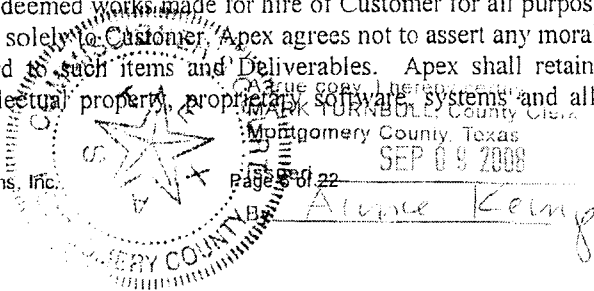
4.5 Books and Records. During the term of this Agreement, Apex shall maintain complete and accurate books and records of the fees and expenses, including original documentation supporting all expenses, charged to Customer in connection with Services and Deliverables. Apex shall retain such records for three (3) years after termination of this Agreement and shall make such records, and any additional records to ensure Apex's compliance with pricing and fee requirements hereunder, available to Customer or its third party auditor, during normal business hours upon reasonable advance written notice; provided that Apex shall not be required to make such records available for inspection more than once per year unless Customer's request is triggered by a third party, including but not limited to, a government authority (e.g., the Office of Thrift Supervision), regulatory agency, accreditation body or court order. If any audit under this Section 4.5 determines that Apex has overcharged Customer, Customer shall notify Apex of the amount of such overcharge and Apex shall, upon agreement of such audit findings, promptly pay as reasonably possible such amount to Customer.

4.6 Failure to Make Payment. Licensee's failure to make payment for Services associated with an SOW, License(s), Hosted Services including Maintenance, taxes, duties, late payment charges or other amounts due on invoices made hereunder, within ten (10) days after notice of non-payment is given to Licensee, which shall not be less than sixty (60) days past when such payments are due, shall be a material breach of this Agreement. If Licensee does not make remedy of said non-payment breach within thirty (30) days of issuance of notice of non-payment, Apex will have the right to immediately suspend any and/or all services to Licensee.

Apex choosing to not take advantage of its right to issue a notice of non-payment or suspend Licensee services for non-payment in any individual instance shall not in any way alter its right to pursue remedy under this section in any other instance. Further, should Licensee remain in default of payment, in addition to any other remedies available at law or in equity, at Apex's sole option, this Agreement as well as any current SOWs associated with this MSA, the SSLA and all licenses granted to Licensee by Apex shall terminate upon the date thereafter specified in a notice of termination from Apex to Licensee. Reinstatement of such Licenses shall be at a rate equal to all outstanding and/or missed Hosted Services, including Maintenance, payments, but shall not exceed the then-current i-INFO Licensed Software GSA pricing for such quantity of License(s). Once cured, Apex will promptly restore the Hosted Service(s) and/or License(s) to Licensee.

5. Ownership

5.1 Customer Ownership. Customer shall retain ownership and intellectual property rights to all items that are made, written or created solely for Customer by Apex personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress, will become the property of Customer. Items created specifically for Customer, and identified as such in an applicable SOW, shall be deemed works made for hire of Customer for all purposes of copyright law, and the copyright shall belong solely to Customer. Apex agrees not to assert any moral rights under applicable copyright law with regard to such items and Deliverables. Apex shall retain its sole and exclusive ownership rights to intellectual property, proprietary software systems and all related documentation



and/or materials as well as any derivatives thereof that is licensed to Customer by Apex or utilized in the performance of any SOW.

5.2 Pre-Existing Materials. Notwithstanding anything to the contrary herein, for purposes of Section 5, Apex shall retain exclusive proprietary and/or ownership rights in Apex's pre-existing software, inventions, copyrights, patents, patents-pending, trade secrets, trademarks and any other proprietary rights, including ideas, concepts, methodologies, and know-how of Apex that existed before or during the term of this Agreement and/or SOW, except as noted in Section 5.1 above. Apex hereby grants to Customer a non-exclusive, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license to use the pre-existing materials as they are included in the Deliverables. Nothing in this Section 5 shall supercede Apex's End-User Software License Agreement or Software Service and License Agreement executed under separate agreements.

6. Warranties

6.1 Apex Representations and Warranties. Apex represents and warrants to Customer that:

6.1.1 Apex shall perform all Services in a timely, competent, professional, and workmanlike manner to the mutually agreed schedule set forth in the applicable SOW; and

6.1.2 Time is of the essence in connection with Apex's performance of the Services, and is dependent on Customer in the timely and efficient performance of Services performed hereunder; and

6.1.3 All Services performed hereunder by Apex shall be tasked to appropriately qualified staff, and for such Services done on a Time and Expense basis under a specific Scope of Work, Apex shall make every reasonable effort to manage performed work by using the most cost effective PROJECT staff available. Apex further represents and warrants that it has a sufficient number of competent, professional and qualified employees to provide services hereunder; and

6.1.4 Neither the Services nor the Deliverables, nor any part, product or software sold, distributed, licensed or supplied by Apex in connection with the Services or Deliverables, do or will infringe any patent, copyright, trademark, intellectual property right or other proprietary right or misappropriate a trade secret of any third party; and

6.1.5 Apex's performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation; and

6.1.6 Apex shall perform the Services and deliver the Deliverables in accordance with the Specifications; and

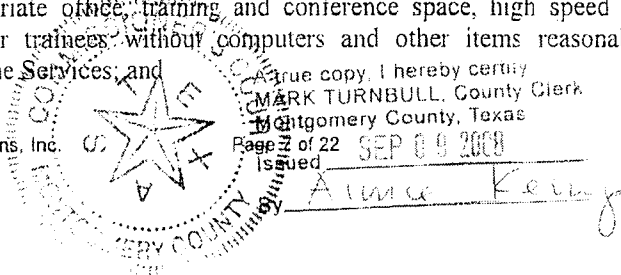
6.1.7 The Deliverables shall perform according to their Specifications; and

6.1.8 To the extent any Deliverables are, or include, software, such software shall not contain any virus, Trojan horse, worm, time bomb, back door or other software routine designed to disable a computer program automatically or permit unauthorized access; and

6.1.9 Apex has the necessary authority to enter into this Agreement and is not subject to any agreement or other constraint that would prohibit or restrict Apex's right or ability to enter into, or carry out, its obligations hereunder.

6.2 Customer Representations and Warranties. Customer represents and warrants that:

6.2.1 Subject to Apex's compliance with Section 2.1, Customer will provide Apex while at Customer designated locations with the facilities and resources, including a PC with projector, access to appropriate office, training and conference space, high speed Internet connections, alternate PCs for trainees without computers and other items reasonably required for the performance of the Services; and



6.2.2 Customer will provide Apex with qualified and timely PROJECT personnel resources with sufficient capacity such that the performance of the Services are timely and efficient, or otherwise not hold Apex responsible for related delays or cost inefficiencies; and

6.2.3 Customer has the necessary authority to enter into this Agreement and is not subject to any agreement or other constraint that would prohibit or restrict Customer's right or ability to enter into, or carry out, its obligations hereunder.

6.3 Warranty Remedies. Apex shall, at its own expense, promptly re-perform any Services and correct any Deliverables that, in the judgment of both parties, do not comply with the warranties set forth in Section 6.1 and are by sole cause or negligence of Apex. Where it is impractical, as determined by both parties, to re-perform such Services or correct such Deliverables, Apex shall promptly credit or refund to Customer the amount paid for Services and Deliverables that do not comply with Section 6.

7. Termination

7.1 Termination for Convenience. This Agreement and any SOW may be terminated immediately, in whole or in part, by Customer for its convenience at any time before the end of the term, by Customer giving Apex sixty (60) calendar days' written notice. In the case of such termination for convenience, Customer shall be responsible for all compensation owed to Apex for any Services rendered prior to the receipt of such written termination, as well as compensation owed to the Apex for any Services rendered within the period of notice, if such Services are performed either at the specific written request of Customer or in an effort to cease Services being provided in an orderly manner as stated in Section 7.3 below.

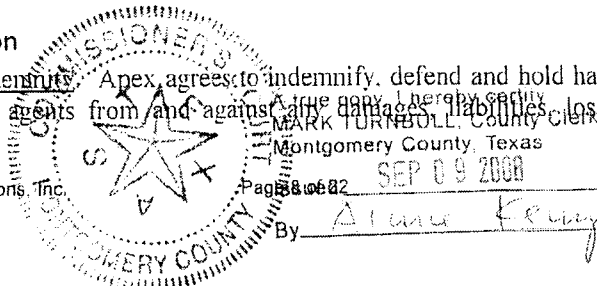
7.2 Termination for Breach. Either party may terminate the Agreement with prior notice to the other if the other party materially breaches the Agreement, provided the injured party has given the other party written notice of such material breach and there has been a failure to cure such material breach within thirty (30) days after receipt of such notice. Customer may immediately terminate this Agreement upon termination of the SSLA. Customer may terminate this agreement upon 30 days written notice if Apex becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors and such proceeding shall not have been dismissed prior to the such termination.

7.3 Effect of Termination. If Apex receives notice of termination of this Agreement, Apex shall cease providing the Services under this Agreement, or the applicable SOW, in an orderly manner in accordance with Customer's instructions. If the Agreement term expires while one or more SOW(s) are still in place, the terms and conditions of this Agreement shall survive with respect to such SOW(s) until termination or expiration of such SOW(s). The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the following Sections: 4.4, 4.5, 5, 6.3, 8, 9, 11, 12.

7.4 Funding Out Clause. Recognizing that some, but not all, future funding will be provided through grants or similar programs managed by the State, should Customer lose such funding prior to the completion of services, Customer may terminate any applicable Statement of Work "SOW" for this agreement with 30 days written notice to Apex. For all work performed as part of that SOW as part of funding from or through the State, Customer will pay Apex for any and all work performed, invoiced and reimbursed by the State. In all other instances, Apex will be due all work performed, including efforts within that 30 day period to coordinate and closeout project activities. The term of this Agreement will survive the termination of any SOW.

8. Indemnification

8.1 Infringement Indemnity. Apex agrees to indemnify, defend and hold harmless Customer and its officers, employees and agents from and against all damages, liabilities, losses, costs and expenses



(including reasonable attorney's fees) arising from any claim or allegation that the Services and/or Deliverables infringe a patent, copyright, trademark, Intellectual Property right, or other proprietary right, or misappropriate a trade secret, of a third party. If any Services or Deliverables, in whole or in part, constitute or may constitute infringement or misappropriation of a third party's rights, and/or if Customer's use thereof is or may be enjoined, Apex, in addition to its indemnification obligations hereunder, shall promptly either (i) secure for Customer rights to continue using such infringing Services or Deliverables, or (ii) re-perform or replace such Services or Deliverables with comparable non-infringing Services or Deliverables, or (iii) modify the Services or Deliverables so that they become non-infringing.

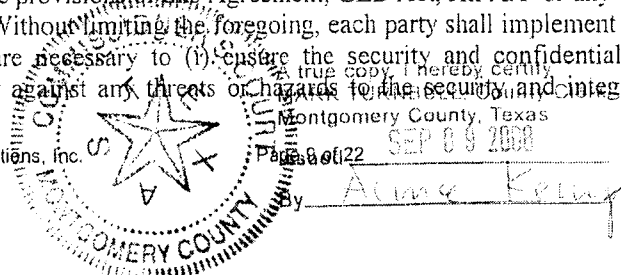
8.2 General Indemnification. To the extent allowable by the Constitution and the laws of the State of Texas, both parties shall indemnify, defend, and hold harmless the other party from and against any and all third party claims or actions arising from: (i) the negligence or willful misconduct of said party, or any of said party's employees, personnel, agents or vendors; (ii) said party's breach of the warranties in Section 6; (iii) said party's breach of the confidentiality obligations in Section 9; (iv) a claim for wages or benefits by said party or its employees, personnel, agents or vendors; and (v) bodily injury, death or damage to tangible property sustained as a result of the Services or Deliverables. Said party shall pay all damages, liabilities, losses, costs, expenses, including reasonable attorney's fees, incurred by or asserted against the other party in any such claims or actions. Notwithstanding the above reference to the Constitution and laws of the State of Texas, both parties hereby agree that the governing law of this Agreement shall be the laws of the State of Kansas, pursuant to Section 19.3 herein.

8.3 Notification, Rights and Cooperation. Both parties agree to give the other party prompt written notice of any claim subject to indemnification; provided that one party's failure to promptly notify the other shall not affect said party's obligations hereunder except to the extent that the party's delay prejudices the other party. The affected party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as it deems deem appropriate, provided that it will not enter into any settlement that adversely affects the other party's rights without that party's prior written consent. Both parties agree to reasonably cooperate with the affected party in the defense and settlement of any such claim, at the affected party's expense.

9. Confidential Information

9.1 Definition. "Confidential Information" shall have the meaning set forth in the SSLA as referenced in the recitals above.

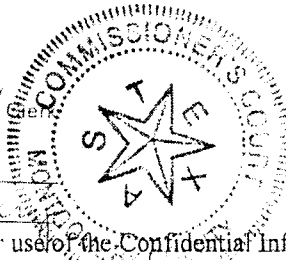
9.2 Use and Disclosure. The other party to the same extent shall hold all Confidential Information relating to a party in confidence and with at least the same degree of care as such party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Neither party shall disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement and such disclosure is not prohibited by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. 6801 et seq.), as it may be amended from time to time (the "GLB Act"), of the Health Insurance Portability and Accountability Act ("HIPAA") the regulations promulgated thereunder or other applicable law. Each party shall establish commercially reasonable controls to ensure that the confidentiality of the Confidential Information and to ensure that the Confidential Information is not disclosed contrary to the provisions of this Agreement, GLB Act, HIPAA or any other applicable privacy laws and regulations. Without limiting the foregoing, each party shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of the Confidential Information (ii) protect against any threats or hazards to the security and integrity of the Confidential Information



A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

Issued SEP 09 2008

By Aimee Keen



Information and (iii) protect against any unauthorized access to or use of the Confidential Information. To the extent that any duties and responsibilities under the Contract are delegated to an agent or other subcontractor, the party shall take reasonable steps to ensure that such agents and subcontractor adhere to the same requirements.

9.3 Exceptions. The obligations in Section 9.2 above shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order) and shall not apply with respect to information which (i) is developed by the other party without violating the disclosing party's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is disclosed to, or learned by, the recipient from a third party free of any obligation of confidentiality; (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date between Customer and Apex. If the GLB Act, HIPAA or the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of this Section 9.

9.4 Customer Data. "Customer Data" shall mean all data and information that is submitted, directly or indirectly, to Apex by Customer or obtained or learned by Apex in connection with the Services provided by Apex under this Agreement and any SOW, including without limitation information relating to Customer's technology, customers, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter and other proprietary information. All Customer Data is and shall remain the property of Customer and shall be protected as described in this Section 9.

9.5 Return of Materials. Upon request and upon termination of this Agreement for any reason, Apex shall return any and all records or copies of records relating to Customer or its business, including without limitation, Confidential Information, except for Confidential Information of Customer that is rightfully contained in Apex's work papers, which Apex may retain subject to Apex maintaining the confidentiality of such Confidential Information as required herein.

10. Insurance

10.1 During the term of this Agreement, and for at least two (2) years thereafter, Apex shall maintain the following insurance coverage: (i) statutory worker's compensation in accordance with all Federal, state and local requirements; (ii) comprehensive general public liability (including contractual liability insurance) in an amount not less than \$2,000,000; and (iii) comprehensive automobile liability covering all vehicles that Apex owns, hires or leases in an amount not less than \$1,000,000 (combined single limit for bodily injury and property damages).

11. Dispute Resolution

All disputes or claims arising under this Agreement ("Disputes") shall be resolved as set forth in this Section 11.

11.1 Informal Resolution. In the event of a Dispute, a party shall notify the other party of the Dispute with as much detail as possible. Customer and Apex business representatives shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the parties' business representatives are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may submit their claim for dispute resolution. Pending resolution of the Dispute, both Parties will continue without delay to carry out all their respective responsibilities under this Agreement.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

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By Arise Keen



11.2 Dispute Resolution. If the Parties are unable to resolve a Dispute pursuant to the informal procedure set forth in Section 11.1, all Disputes shall be resolved following the Dispute Resolution process allowed by applicable Texas State Code. Judgment upon the award rendered by the process may be entered in any court having jurisdiction. The arbitration shall be held in a location that is mutually agreed by the Parties.

11.3 Injunctive Relief. Nothing contained in this Section shall limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution or arbitration in accordance with this Section.

12. Damages Limitations

12.1 EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 8 AND DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 8 AND DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR A CLAIM ARISING UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT TO BE PAID BY Customer TO Apex UNDER THIS AGREEMENT.

13. Lobbying

Apex certifies that no federal funds that may be provided under the terms of this Agreement will be paid, by or on behalf of Apex, to any person to influence an officer or employee of any federal agency or federal elected official. Apex will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with this project.

14. Nondiscrimination (49 CFR Part 21)

During the performance of this Agreement, Apex, for itself, its assignees, and successors in interest, agrees as follows:

A. Nondiscrimination - Apex, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. Apex shall not participate, either directly or indirectly, in employment discriminatory practices.

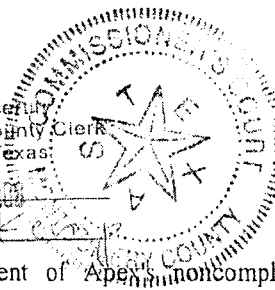
B. Solicitations for Subcontracts, including Procurement of Materials and Equipment - In all solicitations, whether by competitive bidding or negotiation, made by Apex for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Apex of Apex's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

C. Information and Reports - Apex shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by Customer to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another who fails or refuses to furnish this information, Apex shall so certify to Customer, and shall set forth what efforts it has made to obtain the information.

A true copy, I hereby certify,
MARK TURNBULL, County Clerk
Montgomery County, Texas;

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By Arvin Lee



D. Sanctions for Noncompliance - In the event of Apex's noncompliance with the nondiscrimination provisions of this Agreement, Customer shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Apex under the Agreement until Apex complies, and/or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

E. Incorporation of Provisions - Apex shall include the provisions of Paragraphs A through D in every subcontract, including procurement of materials and leases of equipment, unless exempt by federal regulations or directives. Apex shall take such action with respect to any subcontract or procurement as Customer may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Apex becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Apex may request Customer to enter into such litigation to protect the interests of Customer.

15. Affirmative Action

Apex shall comply with applicable provisions of Section 503 of the Rehabilitation Act of 1973.

A. Apex will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Apex agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. Apex agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of Apex's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

D. Apex agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state Apex's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. Apex will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Apex is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. Apex will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding on each subcontractor or vendor. Apex will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

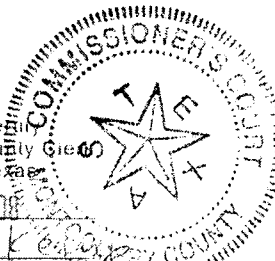
16. Equal Employment Opportunity (41 CFR Part 60-1.4(b))

During the performance of this Agreement, Apex agrees as follows:

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

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By Aimee K. K...



A. Apex will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Apex will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Apex will, in solicitations or advertisements for employees placed by or on behalf of Apex, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Apex will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Apex's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Apex shall comply with provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. Apex will furnish information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Customer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of Apex's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Apex may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. Apex will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Apex will take such action with respect to any subcontract or purchase order as Customer may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event Apex becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Apex may request Customer to enter into such litigation to protect the interests of Customer.

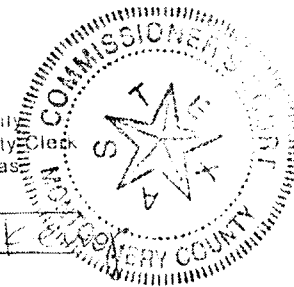
17. Americans With Disabilities Act

Apex shall comply with applicable provisions of the Americans with Disabilities Act of 1991. In particular, Apex shall assist Customer in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of Customer's policy of providing accommodations (i.e. interpreter, large print, reader, hearing assistance) to persons who need such assistance to participate in the project.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

Issued SEP 09 2008

By Annice K...



18. Prohibition Against Substance Abuse

Apex shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690) and certify to Customer that it will provide a drug-free workplace. Apex shall provide Customer with a copy of its drug-free workplace policy statement prior to Customer upon request.

19. General Provisions

19.1. Independent Contractor. The parties acknowledge and agree that Apex is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, joint venture or other relationship between Customer and Apex. Neither Party shall have authority to bind, obligate or commit the other Party by any promise or representation without prior written approval.

19.2. Publicity. Neither party shall use the other party's name or mark in any advertising, written sales promotion, press releases and other publicity matters relating to this Agreement without the other party's written consent. Notwithstanding the above, Apex may publicly refer to the Customer, orally and in writing, as a customer of Apex.

19.3. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Kansas, without giving effect to its choice of law rules. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

19.4. Assignment. Neither party shall assign, transfer, or subcontract this Agreement or all or any portion of the Services or delegate any of the party's duties hereunder without the other party's express, prior written consent, unless as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any assignment in contravention of this provision shall be null and void. This Agreement shall be binding on all assignees and successors in interest.

Customer shall have the right to extend its rights to Services performed hereunder by Apex to any of its member agencies, provided said member is advised of and made a part of this Agreement by mutual covenant between Customer and said member. A copy of mutual covenant between Customer and member as well as contact information for said member to whom Customer has assigned rights under this Agreement, shall be provided to Apex as amendment(s) to Exhibit 3, "Member Contacts," attached hereto by reference. Upon such notice to Apex, Apex may work directly with Member Contact to create and execute SOW(s) under this Agreement independent of Customer. Under no circumstance shall Apex be obligated to perform Services for member constituents that are not a part of an agreed SOW attached to this Agreement.

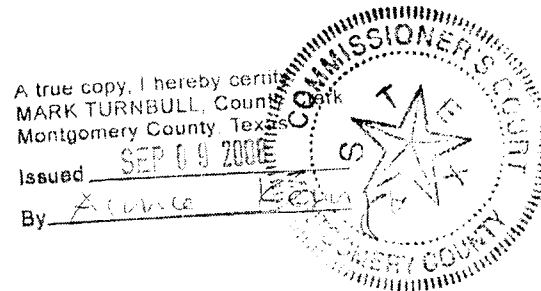
19.5. Entire Agreement / Amendments. This Agreement, including Appendices, contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto, written or verbal, are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both parties.

19.6. Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The parties shall promptly resume performance hereunder after the force majeure event has passed.

19.7. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon personal delivery, receipt confirmed; (ii) if sent by fax, receipt confirmed; (iii) if sent by certified or registered mail, postage prepaid, three (3) days following the date of mailing; or (iv) if sent by e-mail, with a notice delivery and read receipt.

If to Customer:

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
936.582.3100
nkelly@co.montgomery.tx.us



With a copy sent to:
Alan B. Sadler, County Judge
Montgomery County Texas
301 North Thompson Street, Ste 201
Conroe TX 77301
913.539.7812
bsadler@co.montgomery.tx.us

All written reports, project updates and correspondence given to Customer shall be considered to be sufficiently given if mailed, postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
936.582.3100
sscheel@co.montgomery.tx.us

All invoices, written reports and correspondence given to Customer shall be considered to be sufficiently given if mailed, postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
936.582.3100
sscheel@co.montgomery.tx.us

If to Apex:

Mr. Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
913.254.0250 ext. 102
913.254.0320
joe.abrams@apex-innovations.com

Such addresses may be changed by notice given by one party to the other pursuant to this Section 19.7 or by other form of notice agreed to by the parties.

19.8 Remedies. Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party 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 given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

19.9 Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

19.10 Waiver of Breach. Except as otherwise set forth in Section 2.3, the waiver of any breach of any provision of this Agreement shall only be effective if in writing. No such waiver shall operate or be construed as a waiver of any subsequent breach.

19.11 Order of Precedence. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of an applicable SOW, the terms and conditions of this Agreement shall control.

20. Prohibited Interests

No officer, member or employee of Customer and no member of its governing body, and no other public official of the locality or localities in which the project is being carried out who exercise any functions or responsibilities in the review and approval of this project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her personal interest. No member of or delegate to the "State" Legislature, or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

21. Debarment and Suspension

Customer, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 (e.g., sub-awards to sub-recipients). Apex will provide a copy of the signed Debarment and Suspension Certification, Appendix A, to ensure that these federal rules are followed.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

Issued SEP 09 2008

By Alana Kemp

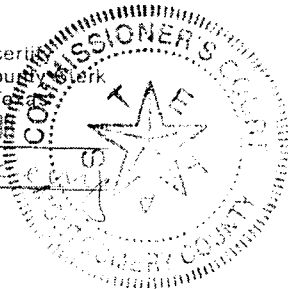


EXHIBIT 1 – STANDARD FEE SCHEDULE

Following is the fee schedule pursuant to Section 4.1 of this Agreement.

Category	Std Rate
Project Director	175.00
Senior Information Technology Consultant	175.00
Senior Operations Consultant.....	165.00
Project Manager	150.00
Information Technologist.....	150.00
Content Specialist / SME	150.00
Application or Process Consultant	125.00
Application Administrator / Trainer.....	125.00
Technical Analyst.....	100.00
Research Analyst.....	100.00
Support Staff	50.00
Data Entry	30.00

A true copy. I hereby certify
 MARK TURNBULL, County Commissioner
 Montgomery County, Texas
 issued SEP 15 2008
 By A. Vance

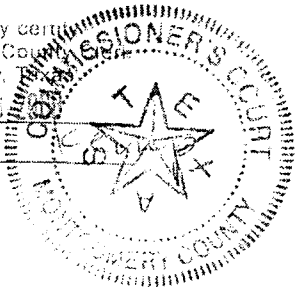


EXHIBIT 2 – TAX COMPLIANCE DISCLOSURE

The following taxes must be collected per Section 4.4, for Services provided under this Agreement, and are the only such taxes, fees or duties to be collect by Apex on behalf of the listed tax authorities:

Taxing Entity Name and Location	Tax Type	Tax % or Fee, if any
	Local Sales	None
	State Sales	None
	Other	None

A true copy, I hereby certify
 MARK TURNBULL, County Clerk
 Montgomery County, Texas
 Issued SEP 09 2008
 By Aimee K. [Signature]

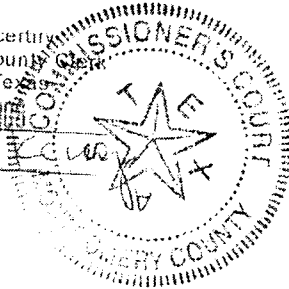


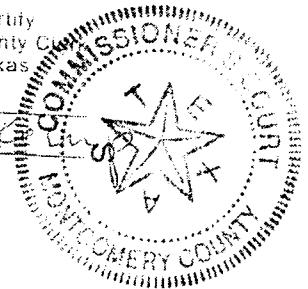
EXHIBIT 3 – MEMBER CONTACTS

Customer shall provide written notice to Apex, of member agencies assigned rights pursuant to section 19.4 of this Agreement. Such notice shall include a copy of the signed covenant between Customer and authorized member agency and contact information.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

issued SEP 09 2008

By Aimee

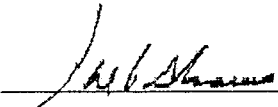


APPENDIX A - DEBARMENT AND SUSPENSION CERTIFICATION

Apex Innovations, Inc. certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding the date of this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding the date of this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Joe G. Abrams, President / CEO

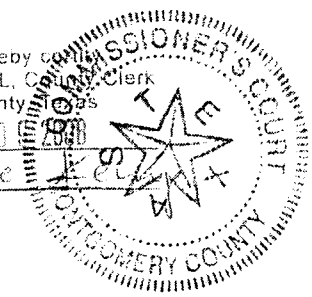
August 27, 2008

Date

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

issued SEP 01 2008

By Aimee K...



APPENDIX B – STATEMENTS OF WORK

All fully executed Statements of Work “SOWs” shall be incorporated by reference.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

Issued SEP 09 2008

By Almie K. [Signature]

