

JAGUAR SOFTWARE DEVELOPMENT, INCORPORATED

END-USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT (this "Agreement") is made as of the date shown below, by and between Jaguar Software Development, Incorporated, a corporation organized under the laws of the State of Illinois, with its principal place of business at 915 West Monroe, Sullivan, Illinois 61951 ("Licensor"), and County of Fort Bend with offices at 1317 Eugene Heimann Circle, Richmond, Texas 77469 ("Licensee").

The parties hereto agree as follows:

Section 1

DEFINITIONS

1.1. "Licensed Program" means the package of computer programs and data in machine-readable form and related materials, including documentation and listings, identified in Exhibit A attached hereto and all upgrades, enhancements or improvements to such software program subsequently provided to Licensee by Licensor or its authorized agents.

Section 2

LICENSE

2.1. In consideration of the payment of the license fees set forth herein, Licensor grants Licensee, and Licensee accepts, a nonexclusive license to use the Licensed Program subject to the following terms and conditions.

2.2. Licensee agrees that the Licensed Program may be used only on computer equipment owned, leased, or otherwise controlled by Licensee or one of its affiliates or majority-

owned subsidiaries. Licensee agrees that it will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this Agreement except that licensee is permitted to transfer and assign the Licensed Program and this Agreement in accordance with Section 6.2. Licensee agrees that it may not reverse assemble, reverse compile, or otherwise translate the Licensed Program.

2.3. Upon loading the Licensed Program into its computer, Licensee may retain the original compact disk (CD) of the Licensed Program for backup purposes. In addition, Licensee may make a reasonable number of copies of the Software on CD (or other media) for the sole purpose of backup in the event the original CD of the Licensed Program is damaged or destroyed. Any copies made of the Licensed Program shall include Licensor's copyright and other proprietary notices. Except as authorized under this section, no copies of the Licensed Program or any portions thereof may be made by Licensee or any person under Licensee's authority or control.

2.4. Licensee may receive the Licensed Program in more than one medium. Regardless of the type or size of medium Licensee receives, Licensee agrees to use only one medium that is appropriate for its single computer. Licensee agrees not to use or install the other medium on another computer. Licensee further agrees not to loan, rent, lease or otherwise transfer the other medium to another user.

Section 3

FEES AND PAYMENTS

3.1. The License fee for the Licensed Program is specified in Exhibit A (hereinafter referred to as "License Fee"). Licensee agrees to pay one half (50%) of the License Fee upon execution of this Agreement and the remaining one half after Licensee accepts the Licensed Program in accordance with the Acceptance procedures provided in Section 3.2. The final one

half of the License Fee shall be due in full thirty (30) days from the date of Acceptance (as defined in Section 3.2).

3.2. Licensee shall have thirty (30) days from the date of installation of the Licensed Program to use the Licensed Program, subject to the terms of this Agreement, on an evaluative basis ("Evaluation Period"). During the Evaluation Period Licensee can reject and return the Licensed Program for any reason. If Licensee does not reject and return the Licensed Program prior to the end of the Evaluation Period, Licensee shall be deemed to have accepted the Licensed Program ("Acceptance") and the end of the Evaluation Period shall serve as the Acceptance Date.

3.3. Licensee agrees to pay a maintenance fee a listed in Exhibit A to cover Licensor's support of the Licensed Program mentioned in Section 4 of this Agreement for a term of one year starting from the date of Acceptance.

3.4. Licensee is solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from its acceptance of this License and Licensee's possession and use of the Licensed Program, exclusive of taxes based on Licensor's income. Licensor reserves the right to have Licensee pay any such taxes as they fall due to Licensor for remittance to the appropriate authority. Licensee agrees to hold harmless Licensor from all claims and liability arising from Licensee's failure to report or pay such taxes.

3.5. Licensor reserves the right to change its maintenance fee no more than once annually on 90 days advance notice (to apply on a prospective basis only). Any such increase shall not (a) exceed the lesser of five percent (5%) or the Consumer Price Index for the current year; and (b) be effective until the commencement of the subsequent year of maintenance coverage.

3.6. All fees are payable within thirty (30) days of invoice.

Section 4

MAINTENANCE

4.1. Licensor shall maintain the Licensed Program in the manner specified in Exhibit A. However, Licensor offers maintenance only for the most current version of the Licensed Program issued by Licensor from time to time, so Licensee must make sure to obtain and substitute or incorporate all new releases or fixes issued by Licensor pursuant to its warranty and maintenance programs.

4.2. Ninety (90) days prior to the one year anniversary of the Acceptance, Licensee shall have an option to continue receiving Licensor's maintenance of the Licensed Program in the manner specified in Exhibit A. Licensee can exercise its option from the time that the option initially arises to one year from the Acceptance Date. If Licensee exercises its option, then Licensee will receive Licensor's maintenance for the Licensed Program for a period of one year from the one year anniversary of the Acceptance Date upon Licensee's payment of a renewal fee to be determined by Licensor, subject to the limitations on fee increases under Section 3.5.

Section 5

LICENSEE'S RESPONSIBILITIES

5.1. Licensee agrees to be responsible for selecting an operator who is qualified to operate the Licensed Program on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Licensor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with

respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

5.2. The Licensed Program is designed for use with the peripheral equipment and accessories specified in Exhibit A. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for obtaining or providing such equipment. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.

5.3. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Program.

Section 6

PROPRIETARY PROTECTION AND RESTRICTIONS

6.1. Licensee acknowledges and agrees that the Licensed Program is a proprietary product of Licensor protected under U.S. copyright law and international copyright treaties, as well as other intellectual property laws and treaties. Licensee further acknowledges and agrees that Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program, including associated intellectual property rights, and all modifications and enhancements thereof (including ownership of all intellectual property rights, such as trade secrets and copyrights, pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Licensor. This Agreement does not provide Licensee with title or ownership of the Licensed Program, but only a right of limited use thereof. Licensee agrees to keep the Licensed Program free and clear of all claims, liens, and encumbrances.

6.2. Licensee agrees not to use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. Licensee agrees not to reverse assemble, reverse compile, or otherwise translate the Licensed Program. Licensee's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Program in its entirety to (1) a successor in interest to all or substantially all of Licensee's business or assets who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Licensor, agrees to be bound by the terms of this Agreement, and pays a reasonable administrative fee intended to cover Licensor's attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Licensor. Licensee agrees not to install the Licensed Program in any other computer system or use it at any other location not occupied by Licensee (or one of Licensee's affiliates or majority-owned subsidiaries) without Licensor's express authorization obtained in advance (which will not be unreasonably withheld); provided that Licensee may transfer the Licensed Program to another computer temporarily if the computer where the program was originally installed is inoperable. If Licensee uses, copies, or modifies the Licensed Program or if Licensee transfers possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor, Licensor may terminate Licensee's license upon written notice and failure of Licensee to cure within ten (10) days.

6.3. Licensee hereby authorizes Licensor to enter its premises in order to inspect the Licensed Program in any reasonable manner during regular business hours to verify Licensee's compliance with the terms hereof.

6.4. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Licenser will not have an adequate remedy in money or damages. Licenser shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licenser's right to obtain injunctive relief shall not limit its right to seek further remedies.

6.5. If a third party claims that Licensee's use of the Licensed Program infringes its patent, copyright, or trade secret, or any similar intellectual property right, Licenser will indemnify, hold Licensee harmless from and defend Licensee against that claim at Licenser's expense and pay all reasonable costs and expenses incurred by Licensee, costs of settlement, and all damages that a court finally awards, provided that Licensee promptly notifies Licenser in writing of the claim, and allows Licenser to control, and cooperates with Licenser in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensee agrees to permit Licenser to enable Licensee to continue to use the Licensed Program, or to modify or replace them, provided all material functionality is preserved. If Licenser determines that none of these alternatives is reasonably available, Licensee agrees to return the Licensed Program on Licenser's written request, and Licensee will then receive a refund of the License Fee paid by Licensee to Licenser for such Licensed Program.

6.6. Licenser has no obligation for any claim based on Licensee's modification of the Licensed Program or its combination, operation, or use with any product, data, or apparatus not specified or provided by Licenser, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by Licenser.

6.7. THIS SECTION STATES LICENSOR'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

Section 7

LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1. Licensor warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program set forth in Exhibit A. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth in the User's Manual included with the Licensed Program. The failure of the Licensed Program to conform materially to the specifications provided in Exhibit A shall be deemed a "Material Defect".

7.2. Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The foregoing warranty shall apply only to the most current version of the Licensed Program issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

7.3. Except for maintenance pursuant to Section 4 of this Agreement, Licensee shall have no remedy against Licensor for any Material Defect in the Licensed program for which Licensor is responsible if the Material Defect is not brought to Licensee's attention within 90 days of the date of Acceptance. For any Material Defect in the Licensed Program for which Licensor is responsible and in which the Material Defect has been brought to Licensee's attention within 90 days of Acceptance, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass and in the event

Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, Licensee may elect to return the Licensed Program for a refund of the License Fee or to receive a replacement of the defective or nonconforming module of the Licensed Program. Licensor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any unauthorized changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, if Licensee has not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof, or Licensor is not employed by Licensee, at the time of Licensee's awareness of the defect, to maintain the Licensed Program pursuant to Section 4 of this Agreement.

7.4. Licensor also warrants the following:

_____ (a) Ownership and Right to Grant. Licensor represents that it is the owner of all right, title and interest in and to the Licensed Program and that it has the right to grant to Licensee the license granted hereunder free and clear of any liens and encumbrances.

_____ (b) Time Bombs Warranty. Licensor warrants that the Licensed Program is free of features such as "back doors" "trojan horses" and "time bombs" through which the Licensed Program could be disabled either directly or indirectly via remote access.

_____ (c) Virus Warranty. Licensor warrants that the Licensed Program is free of any and all computer viruses and that Licensor has taken all reasonable steps to ensure that the Licensed Program is free of such viruses.

_____ (d) Professional Services Warranty. Licensor warrants that all services rendered hereunder shall be rendered in a professional manner consistent with general

industry practices.

7.5. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING, BUT NOT LIMITED TO, ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

7.6. The cumulative liability of Licensor to Licensee for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. This limitation of liability shall not apply to the indemnification provided in Section 6.5 hereof. Licensor shall have no liability for loss of data or documentation, it being understood that Licensee is responsible for reasonable backup precautions.

7.7. In no event shall either party be liable to the other for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands, even if advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

7.8. Licensee acknowledges that it may have additional rights under certain laws (e.g., consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation

of certain damages. If such laws apply, Licensor's exclusions or limitations do not apply to Licensee.

7.9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

Section 8

SOURCE CODE ESCROW

8.1. If requested by Licensee, Licensor shall promptly place the source code version of the Licensed Program (the "Program Source Code") in the possession of a reputable Escrow Agent for the benefit of the Licensee. Licensor, Licensee, and the Escrow Agent shall in good faith negotiate an agreement mutually agreeable to the parties ("Escrow Agreement") which shall include provisions protecting the confidentiality and non-disclosure of the Program Source Code and shall provide for release of the Program Source Code upon the occurrence of certain events, including, but not limited to, Licensor's failure to fulfill its support or maintenance obligations.

Section 9

TERM OF AGREEMENT; TERMINATION

9.1. Licensee's license of the Licensed Program shall become effective upon delivery of the Licensed Program to Licensee and shall continue in perpetuity, unless sooner terminated as provided herein.

9.2. Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Licensor. Promptly upon termination of this Agreement for any reason or upon permanent abandonment of Licensee's possession or use of the Licensed Program, Licensee agrees to return or destroy, as requested by Licensor, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). Licensee further agrees to certify its compliance with such restriction upon Licensor's request.

Section 10

MISCELLANEOUS

10.1. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

10.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

10.4. In the event that any of the terms of this Agreement are or become or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.5. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF EACH PARTIES OBLIGATIONS AND RESPONSIBILITIES AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF EITHER PARTY RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved:

JAGUAR SOFTWARE DEVELOPMENT, INCORPORATED

By: 

Title: President

FORT BEND COUNTY, TEXAS

By: 

Title: Robert Hebert, County Judge

Date: 11-18-14

EXHIBIT A

I. IDENTIFICATION OF LICENSED PROGRAMS:

Software Module	# Licenses	Purpose
MI Payment Processing	1	<p>The MirrorImage Payments Processing application is to be used in environments that process checks along with payment coupons and check only payment batches. The application is designed for performing capture, repair & balancing, research, and reporting in commercial check processing environments that process regular payments from their customers. The application provides for creation of X9.37 or ACH deposit files. The MirrorImage Payments Processing application contains the following modules:</p> <ul style="list-style-type: none"> • MirrorImage Capture • MirrorImage Repair (Payment Processing) • MirrorImage Research • MirrorImage Reports • X 9.37 File Export Interface (electronic deposit) • ACH deposit file
MI PPS Archive	1	The MirrorImage Archive Server provides the interface for other MirrorImage modules to access a customer supplied enterprise ODBC data source such as Microsoft SQL Server.
CAR/LAR & IQA 100K Items/Year	2	<p>MirrorImage CAR/LAR Module adds CAR/LAR capability to the Payment Processing application. The CAR/LAR modules will recognize amounts on items from the images that have been captured. The CAR/LAR recognition can either be performed as items are captured in MICapture or prior to balancing in MIRepair. IQA adds Image Quality Assurance capability to the Payment Processing application. The IQA module will interrogate the quality of an image and return the quality scores in several different categories. The IQA recognition can either be performed as items are captured in MICapture or during repair and balancing in the MIRepair application.</p>
ICR /Barcode 100K Items/Year	2	<p>MirrorImage ICR Module adds Intelligent Character Recognition capability to the MirrorImage Capture application. The ICR module will recognize hand written or computer printed information on items from the images that have been captured. The ICR recognition is performed as items are captured in MICapture. Barcode Recognition Module adds Barcode Recognition capability to the MirrorImage Capture application. The Barcode Recognition module will recognize bar-coded information on items from the images that have been captured. The Barcode recognition is performed as items are captured in MICapture.</p>
MI Research Browser (Unlimited User)	1	<p>MI Research provides the following functionality:</p> <ul style="list-style-type: none"> • Allow the user to retrieve data and images from the MirrorImage database based on any field captured on the information line. • Allow the user to retrieve data and images from

		<p>the MirrorImage database based on capture parameters such as capture date, run, and batch.</p> <ul style="list-style-type: none"> • Allow the user to view the complete transactions for items captured. • Allow the user to print item images.
MI Payment Processing (Additional Station)	1	<p>The MirrorImage Payment Processing Station application bundle has been put together to provide a package to be used in Payment Processing application when there is a need for additional capture and repair. The application bundle is well suited for performing capture, repair & balancing, research, and reporting. The MirrorImage Payment Processing Station contains the following modules:</p> <ul style="list-style-type: none"> • MirrorImage Capture • MirrorImage Repair (Payment Processing) • MirrorImage Research • MirrorImage Reports
MI Accounting Interface	1	<p>MirrorImage Accounting Interface Module provides the following functionality:</p> <ul style="list-style-type: none"> • Adds the ability to produce custom formatted output of information data to the MirrorImage Repair module. • Provides a posting file that is created and sent to the customers accounting system to post information to internal accounts.
MI DVM Module Texas (L2)	1	<p>The MI DMV Module of the MI PPS system provides the capability to scan DMV renewals, extract information from renewal stubs, interface with the state's DMV web service to verify specific information, and electronic complete the registration renewal process.</p>

II. LOCATION OF LICENSEE'S FACILITY:

1317 Eugene Heimann Circle, Richmond, Texas 77469

III. LICENSE FEES:

Software Module	Unit Price	Extended Price	Annual Maintenance Fee
MI Payment Processing	\$6,775.00	\$6,775.00	\$1,500.00
MI PPS Archive	\$3,450.00	\$3,450.00	\$770.00
CAR/LAR & IQA 100K Items/Year	\$313.00	\$939.00	\$210.00
ICR/Barcode 100K Items/Year	\$125.00	\$625.00	\$150.00
MI Research Browser (Unlimited User)	\$3,750.00	\$3,750.00	\$850.00
MI Payment Processing (Additional Station)	\$3,875.00	\$3,875.00	\$870.00
MI Accounting Interface	\$1,235.00	\$1,235.00	\$300.00
MI DVM Module Texas (L2)	\$13,500.00	\$13,500.00	\$3,100.00
	Total =	\$34,149.00	\$7,750.00

IV. DELIVERY DATE FOR LICENSED SOFTWARE:

Any new software will be installed within 60 days of the execution of this agreement.

V. NECESSARY PERIPHERAL EQUIPMENT AND ACCESSORIES:

VI. MAINTENANCE SERVICES:

Preventive Maintenance: Licensor will (a) advise Licensee of problems encountered by other users of the MirrorImage products which Licensor believes are likely to affect Licensee in a materially adverse manner, (b) perform the remedial work required to correct such problems encountered by other users of the MirrorImage products, and (c) review data provided by Licensee on the operation of the MirrorImage products to ascertain potential problems.

Error Correction: Licensor will attempt through reasonable effort to correct any reproducible defect in the MirrorImage products that affect Licensee in a materially adverse manner and are reported to Licensor during the Maintenance period. Licensor is not responsible for correcting any errors which (a) are not reproducible, or (b) Licensee fails to provide Licensor with a description of the parameter(s), procedure(s), or condition(s) which resulted in such condition in sufficient detail to permit Licensor to isolate the error.

Telephone Support: Licensor will provide telephone support Monday through Friday, from 9:00 a.m. to 5:00 p.m. CST, excluding holidays. Outside of the indicated support hours, Licensee may leave a message at Licensor's support line, and a representative of Licensor will return the call the next business day.

Updates and Enhancements: Licensor will provide Licensee with any updates and enhancements to the MirrorImage products listed in Section I above for no additional cost at the time such versions are generally made available to other users of the MirrorImage products. Licensor reserves the right to make such updates and enhancements to the MirrorImage products as it deems necessary and appropriate.