<h1 style="text-align:center">LEO Technologies Subscription Agreement (VERUS)</h1>

This LEO Technologies Subscription Agreement is made and entered as of _____, (the "**Effective Date**") by and between LEO Technologies, LLC (hereinafter "**LeoTech**"), a Texas limited liability company with its address at 1515 S. Capital of Texas Hwy., Suite # 290, Austin, TX 78746, and the customer identified on the signature page hereto ("**Customer**"). This Agreement is subject to the Contract for Products entered into by and between LeoTech and the Texas Department of Information Resources, with its address at 300 West 15th St., Suite 1300, Austin, TX 78701 ("**DIR**"), and such contract, the "**DIR Contract**"). In the event of a conflict between this Agreement and the DIR Contract, the DIR Contract shall control.

1.0 **Scope.** The purpose of this LEO Technologies Subscription Agreement, which includes any exhibits, appendices, attachments or other supporting documents specifically identified as part of this LEO Technologies Subscription Agreement at the time of execution or as amended in writing thereafter (collectively this "**Agreement**") is for Customer to license LeoTech's VERUS software solution and supporting professional services, as more fully detailed in an applicable Order, subject to the terms and conditions of the DIR Contract. LeoTech and Customer may be referred to collectively as the "**Parties**," or individually as a "**Party**." The Parties agree as follows:

2.0 **Definitions.** The following terms have the following meanings:

2.1 "**Authorized User**" means any user authorized by Customer to use the Services. Authorized Users may include employees, contractors, subcontractors, and other third parties performing services for or on behalf of Customer.

2.2 "**Confidential Information**" means any non-public information disclosed by one Party to another Party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should reasonably be considered to be confidential information, in all cases including, but not limited to, information regarding a Party's technology, code, strategy, operations, transactions, pricing, customers, and information maintained in a Party's internal-only documentation or web sites.

2.3 "**Data**" means any and all data, including, but not limited to Personal Information, processed by the Subscription Services on behalf of Customer under this Agreement.

2.4 "**Documentation**" means any materials relating to the performance, operation or use of the Services, whether currently existing or created in the future, and whether in written or electronic form, including any of the following, submitted by either Party with respect to the Services: (i) specifications; (ii) technical, operating procedure, program, or user manuals; or (iii) training materials.

2.5 "**Downtime**" means time that the Subscription Services is unable to process Data to provide the Services.

2.6 "**Error**" means any defects, errors or bugs that interfere with, disrupt or damage the operation or functionality of the Subscription Services.

2.7 "**Order**" means a purchase order issued under this Agreement and requesting Services from LeoTech.

2.8 "**Personal Information**" means any and all individually identifiable information or data relating to a natural person that (i) directly or indirectly identifies or can be used to directly or indirectly identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual. Personal Information shall be considered Confidential Information of the disclosing Party hereunder.

2.9 "**Personnel**" means any employees, subcontractor employees, or other individuals furnished by LeoTech to perform Services.

2.10 "**Phone Provider**" is [LEOTECH TO INSERT APPLICABLE ENTITY NAME HERE IF AVAILABLE], or a similar entity providing inmate telephone services to Customer. If applicable, LeoTech and Phone Provider will execute a Data Facilitation Agreement ("**DFA**") in order to provide the Services to Customer.

2.11 "**Services**" means the services (including the Subscription Services) provided pursuant to an Order.

2.12 "**Subscription Services**" means the service provided by LeoTech via LeoTech's VERUS software and all software (including any upgrades or updates thereto), scripts, or other executable code provided or made available by LeoTech to Customer or Phone Provider.

3.0 **Purchase of Services.**

3.1 **Orders.** Customer may purchase Services from LeoTech by requesting and executing an Order that is accepted by LeoTech. By executing an accepted Order, Customer also agrees to be bound by this Agreement and agrees to the terms herein. No Customer will have any rights under this Agreement until an Order with Customer is executed between LeoTech and such Customer.

3.2 **Integration With Phone Provider.** Customer understands that the Services must be connected to Customer's Phone Provider via an application program interface ("**API**") that allows the processing of Data in near real time for the Services to function. On the Effective Date, Customer shall direct the Phone Provider to provide LeoTech with an API in order to access the Data from the Phone Provider. Customer shall use its best efforts to support the execution of the DFA between LeoTech and the Phone Provider. No failure or delay by LeoTech to satisfy a LeoTech obligation in this Agreement shall be considered a breach if such failure or delay is caused, in whole or in substantial part, by a failure of Phone Provider or Customer to provide LeoTech access to the Data.

3.3 **Implementation.** LeoTech and Customer shall reasonably cooperate in order to implement the Services. Such cooperation includes Customer's best efforts to obtain the cooperation of the Phone Provider. Customer shall provide LeoTech with necessary access to its systems and facilities in order to implement and maintain the Services.

4.0 **Subscription Services.**

4.1 **Authorized User.** Customer shall appoint Authorized Users to use the Subscription Services. Customer shall insure that each Authorized User agrees to the Terms of Use attached hereto as **Exhibit A**. Customer shall remain liable for its Authorized Users' compliance with this Agreement, including **Exhibit A**.

4.2 **Privileged Numbers.** The Subscription Services allow certain communications to be designated as not to be processed by the Subscription Services. For example, a telephone

number can be designated as belonging to a caller's attorney and thus subject to privilege and not to be processed. It is Customer's responsibility to designate such communications as not to be processed by the Subscription Services using the method provided by LeoTech in the Documentation. LEOTECH IS NOT RESPONSIBLE FOR FAILURE TO DESIGNATE A COMMUNICATION AS NOT TO BE PROCESSED.

4.3 **Technical Support**. LeoTech will provide technical support as follows:

4.3.1 **Downtime.** LeoTech will use commercially reasonable efforts to minimize Downtime to the extent practicable, excluding: (a) Downtime caused by Internet failures or delays involving hardware or software not within LeoTech's possession or reasonable control, and (b) Downtime caused by the Phone Provider. However, Customer understands that Downtime may be caused by delays or technical issues with Phone Provider. Customer agrees to assist LeoTech in remedying any issue with Phone Provider.

4.3.2 **Errors.** LeoTech will establish and implement commercially reasonable procedures for the detection of Errors and will consult with Customer regarding necessary Error corrections. LeoTech will use commercially reasonable efforts to resolve all Errors expeditiously.

4.3.3 **Telephone and Electronic Mail Assistance**. Customer may use LeoTech's telephone support line (888-233-8008) to consult with LeoTech in order to report an Error or a problem with availability of or access to the Subscription Services. Customer may also contact LeoTech for the same purposes through email to LeoTech's designated technical support email address: VerusTexas@LEOTechnologies.com. LeoTech's support telephone and email are available 24 hours a day, 365 days a year.

5.0 **Payment Terms.**

5.1 **Fees and Expenses.** Access to the Subscription Services is 5 cents ($0.05) per minute of audio processed by the Subscription Services regardless of source (the "**Fees**"). As set out in the Order, Customer shall be responsible for the payment of the Fees. Timely payment of Fees is a material term of this Agreement and the license granted herein.

5.2 **Invoices.** LeoTech shall invoice Customer in accordance with the DIR Contract. Invoices will be sent to the latest contact information provided by Customer. It is Customer's responsibility to provide accurate contact information for invoicing purposes.

5.3 **Payment.** Payment must be made by Customer in accordance with the DIR Contract.

6.0 **Confidential Information.**

6.1 **Confidentiality Obligation.** Confidential Information of a Party ("**Disclosing Party**") will be held in confidence by the other Party ("**Recipient**") and, except as otherwise provided herein or with the Disclosing Party's prior written consent or as required by law, will not be disclosed to any third party other than Recipient's employees, contractors or representatives who have a need to know for the Purpose and who are bound by obligations of confidentiality at least as protective of the Disclosing Party's Confidential Information as those herein ("**Representatives**").

6.2 **Restrictions on Use of Confidential Information.** The Recipient will: (a) not use the Confidential Information for any purpose other than in the performance and fulfillment of

the Recipient's obligations or in the exercise of the Recipient's rights under this Agreement ("**Purpose**"); (b) take all reasonable and necessary steps to require its employees, principals, officers, agents, contractors, representatives, affiliates, and any and all other persons or entities who have access to Confidential Information through Recipient, comply with the Recipient's obligations pursuant to this Section; (c) disclose any of the Disclosing Party's Confidential Information in response to a valid court order or other legal process, only to the extent required by that order or process and only after the Recipient has given the Disclosing Party written notice, if permitted, promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, and at Disclosing Party's expense, if the Disclosing Party so requests); and (d) return all the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, by no later than thirty (30) calendar days after such request or when Recipient no longer needs Confidential Information for its authorized purposes.

6.3 **Exceptions.** The foregoing obligations apply to all Confidential Information of the Disclosing Party, unless and until such time as the Recipient can demonstrate with competent evidence that: (a) such Confidential Information is or became generally available to the public, through lawful means and through no fault of the Recipient and without breach of this Agreement; (b) such Confidential Information is or was already rightfully in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (c) such Confidential Information is or has been lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient; or (d) the Recipient can prove that such Confidential Information was developed independently by the Recipient without access to, use of or reference to the Confidential Information disclosed by the Disclosing Party.

7.0 Warranties.

7.1 **Representations and Warranties.** The Parties represent and warrant that entering into and fully performing their obligations under this Agreement does not and will not violate any agreement or obligation existing between the Party and any third party. Each Party represents and warrants that it will comply with applicable law.

 7.1.1 **By LeoTech.** LeoTech represents and warrants that: (a) the Services will be provided free and clear of any and all third party liens, assignments, security interests or encumbrances of any kind; (b) the Services will be performed in a professional and workmanlike manner; and (c) LeoTech has taken reasonable steps to ensure the Services do not contain any destructive or harmful software code or other technology designed to disrupt, damage or interfere with any Customer equipment or systems.

 7.1.2 **By Customer.** Customer represents and warrants that Customer will: (a) direct and require Phone Provider to provide access to the Customer's systems and data as necessary for this Agreement, including providing an API as required by the Data Facilitation Agreement; (b) comply with all Documentation to the extent reasonably practicable and necessary to facilitate the Services; and (c) it will promptly provide all reasonable assistance necessary to facilitate the Services.

7.2 **Disclaimer.** EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES CONCERNING NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEOTECH DOES NOT REPRESENT THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE, AVAILABLE, OR FIT FOR A

PARTICULAR PURPOSE. THE SUBSCRIPTION SERVICE IS NOT A REPLACEMENT FOR HUMAN INTERVENTION OR MONITORING OF COMMUNICATIONS.

CUSTOMER UNDERSTANDS THAT THE SERVICES INHERENTLY DEAL WITH CONTENT THAT MAY BE TIME-SENSITIVE, CRIMINAL, OR POTENTIALLY DANGEROUS. LeoTech IS NOT LIABLE FOR ANY FAILURE OF THE SERVICES TO AID IN PROTECTING LIFE OR PROPERTY OR OTHERWISE PREVENTING CRIMINAL ACTIVITY.

8.0   Personnel.

8.1   Relationship and Responsibility. This Agreement is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

8.2   Personnel Training and Qualification. LeoTech will provide reasonable and customary supervision and training for its Personnel to assure competent performance of the Services and delivery of any deliverables.

9.0   Data.

9.1   Ownership. All Data are owned by Customer. Customer hereby grants LeoTech a limited, non- transferable, paid-up, revocable license to use the Data as necessary to perform the Services, including processing by the Subscription Services and other obligations under this Agreement.

9.2   Data Security. LeoTech will maintain, implement, and enforce reasonable and appropriate technical, administrative, and physical data security procedures intended to minimize the risk of unauthorized access to or exposure of the Data.

9.3   Data Privacy. Customer is the owner, controller, or similar concept as defined by applicable law. Customer determines the purposes and means of processing all Data and is responsible for all owner/controller requirements, including providing a privacy notice describing the processing of Data contemplated by this Agreement if required by applicable law. LeoTech is a processor, service provider, or similar concept as defined by applicable law with respect to Data and shall use, retain, and disclose the Data solely to the extent necessary to provide the Services, including the improvement of LeoTech's Services.

10.0   Export Control. The Parties acknowledge and agree that the Services may be subject to regulation by agencies of the U.S. Government, including the Department of State and Department of Commerce, and any foreign government or regulatory body, which prohibits export or diversion of certain technical products, data or services ("**Controlled Technologies**") to certain individuals or countries. This prohibition includes providing or giving access to such Controlled Technologies, including such items that have been identified by the U.S. Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). The Parties acknowledge that providing Controlled Technologies to certain foreign nationals located in the United States may be deemed by the U.S. Government as equivalent to exporting such Controlled Technology to a foreign country, including embargoed or restricted countries ("**Prohibited Foreign Nationals**"). The Parties will comply in all respects with all export and re-export restrictions applicable to the Deliverables and Services. Customer will not, directly or indirectly, export or direct the Services or any information provided by LeoTech to any embargoed or restricted country identified in the U.S. export laws. Customer will ensure that its Personnel are not included on any United States export exclusion lists and are not prohibited foreign nationals.

Customer will promptly notify LeoTech if it learns of any violations of export laws related in any way to this Agreement.

11.0   Term and Termination.

11.1   Term. The "Term" of this Agreement will commence on the Effective Date and will continue in full force and effect unless terminated pursuant to Section 11.2 ("Termination").

11.2   Termination.

11.2.1 For Breach.   Customer or LeoTech may terminate this Agreement or any Order upon material breach of this Agreement or any Order if such breach is not cured within thirty (30) days following receipt of notice of such breach by the breaching Party.

11.2.2 For Convenience. LeoTech or Customer may terminate this Agreement or any Order for convenience upon sixty (60) days' written notice.

13.2.3 For Termination of the DFA. If the DFA between LeoTech and Phone Provider is terminated due to Phone Provider's breach of the DFA, Customer understands LeoTech will no longer be able to provide the Services to Customer. In the event of such termination, Customer and LeoTech will work together for thirty (30) days to restore access to the Data on terms mutually acceptable to both Parties. If this fails, either Party may terminate this Agreement upon written notice to the other Party without penalty.

12.0   General.

12.1   Notices. Any notice required under this Agreement must be in writing and sent to each Party's representatives at addresses identified in the preamble. Notices will be delivered in person or by means evidenced by a delivery receipt or acknowledgment (certified or registered mail (postage prepaid and return receipt requested), or via overnight courier). Notices will be effective upon receipt. Notices to LeoTech should be sent Attn: James Sexton with an email copy to james.sexton@leotechnologies.com.

12.2   Injunctive Relief. Customer acknowledges that misuse or unauthorized disclosure of any LeoTech Confidential Information or Intellectual Property (or violation of other proprietary rights of LeoTech) by Customer may give rise to irreparable injury to LeoTech that is inadequately compensable in damages. Accordingly, LeoTech may seek and obtain injunctive relief against the breach or threatened breach of this Agreement, in addition to any other legal remedies that may be available. Customer acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of LeoTech, its subsidiaries and/or affiliated companies, and are reasonable in scope and content.

12.3   Governing Law, Jury Trial Waiver. All disputes arising out of or related to this Agreement will be governed by the laws of the State of Texas and controlling U.S. federal law without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. No choice of law rules of any jurisdiction will apply. All disputes arising out of or related to the terms of this Agreement will be brought in a court of appropriate subject matter jurisdiction located in Austin, Texas and each party hereby irrevocably waives all objections to jurisdiction and venue in such courts.

12.4   Waiver. Any express waiver or failure to exercise promptly any right under this Agreement

will not create a continuing waiver or any expectation of non-enforcement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.

12.5 **Interpretation.** This Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Agreement.

12.6 **Survivability.** The following sections will survive the expiration or termination of this Agreement for any reason: 1, 2, 5-9, 11-12.

12.7 **Order of Precedence.** In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be: (a) this Agreement, then (b) the Order.

12.8 **Sole Employer.** LeoTech acknowledges and agrees it is the sole employer of the personnel it employs in connection with this Agreement and retains sole control over wages, benefits, scheduling, hours, and other terms and conditions of employment of personnel.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as set forth below as of the Effective Date.

LEO Technologies, LLC

By: _____

Name (printed): _____

Title: _____

Date: _____

Customer

By: _____

Name (printed): _____

Title: _____

Date: _____

EXHIBIT A

Authorized User Terms of Use

Customer and Authorized User's access to and use of the Subscription Services is subject to the terms of use of the terms below and as set forth elsewhere in the Agreement.

Obligations. Customer shall:

1.   identify for LeoTech the names of all Authorized Users so that LeoTech can establish individual user accounts and account login credentials for each Authorized User;

2.   require Authorized Users to maintain the confidentiality of their account login credentials, and not allow Authorized Users to share their account login credentials with any other individual; and

3.   comply and ensure that its personnel comply with any and all applicable laws of any and all applicable jurisdictions.

Prohibitions. Customer shall not:

1.   access or attempt to access (or permit or assist another in doing so) the Subscription Services or components thereof by any means other than through an authorized access point;

2.   sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or otherwise provide access to the Subscription Services (including Documentation) in any form to any third party other than its Authorized Users;

3.   disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Subscription Services or reconstruct the Services or components thereof, or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in the Services;

4.   alter, modify or create derivative works of the Services (including Documentation) or components thereof in any way, including without limitation customization, translation or localization;

5.   "mirror" or "frame" any part of the Subscription Services, or create internet links to the Subscription Services which include log-in information, user names, passwords, and/or secure cookies;

6.   disseminate on or via the Services any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;

7.   build a competitive product or service to the Services, or build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;

8.   use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services, provided that this provision will not prohibit Customer from exercising its rights in the data using non-automated means or means pre-approved by LeoTech in writing;

9.   Violate, or attempt to violate, the security of the Services; or

10.   Permit or facilitate any other person or entity from taking any actions which Customer is prohibited from taking pursuant to this Agreement.