
**AMENDED AND RESTATED SOFTWARE LICENSE
AND SERVICES AGREEMENT ("AGREEMENT")**

Licensee	Magistrate DWI Court Nueces County, Texas	License Number:	1010A
Address	901 Leopard Corpus Christi, TX 78401	License Date:	October 21, 2015

Treatment Research Institute of 600 Public Ledger Building, 150 South Independence Mall West, Philadelphia, PA 19106 ("TRI"), Licensee and TRI are each a "Party" and collectively the "Parties", grants the software license set forth below to the licensee named above ("Licensee") under the following terms and conditions:

1. LICENSED SOFTWARE

The software covered by this Agreement ("Software") is identified on Schedule A to this Agreement. Additional software may be licensed hereunder from time to time by written agreement of Licensee and TRI in the form of an amendment to Schedule A (Schedule A-1, A-2, etc.).

The term "Software" as used herein includes program object code and systems and operations documentation in their standard versions and as customized for Licensee by TRI.

The term "Permitted Users" as used herein means the maximum number of individual users permitted to use the Software, whether at the Server location or by remote access.

The term "Server" as used herein means the server at TRI, a single website hosted by TRI, or a hosting company approved by TRI. Under no circumstances may the software be operated at the same time on more than the number of computers for which a separate license fee has been paid to TRI.

The term "Software License" means the license to use the Software granted to Licensee pursuant to the Agreement.

2. PAYMENTS

2.1 License Fee. Upon execution of this Agreement, Licensee shall pay TRI the license fee for the Software identified on Schedule A (the "License Fee"). If Licensee and TRI amend Schedule A to include additional software, Licensee shall pay TRI such additional license fees as may be agreed to by the parties at such time. If Licensee changes the computer environment on which the Software is operated, Licensee may be required to pay additional license fees.

2.2 Maintenance and Support Fees. Upon execution of this Agreement, Licensee shall pay, in advance, the maintenance and support fee for the Software identified on Schedule A.

2.3 Taxes. Licensee shall be responsible for all use, sales, excise, transfer, ad valorem and other taxes, tariffs and duties (except for taxes on TRI income), or any other tax or fee in lieu thereof imposed by any government or governmental agency or authority, associated with the Agreement or use of the Software, or associated with any services provided by TRI hereunder for which it is not otherwise tax exempt.

2.4 Expenses. Licensee agrees to reimburse TRI for any reasonable or requested out-of-pocket expenses incurred by TRI in connection with the performance of any services under this Agreement or any Service Order, including without limitation, travel to and from Licensee's site(s), lodging, meals, telephone, shipping and any other expenses incurred at the specific request of Licensee or within the scope of this Agreement.

- 2.5 Form and Time of Payment. All payments due from Licensee to TRI shall be payable in United States currency. Unless otherwise specified in this Agreement or in a Service Order issued in accordance with Section 5 hereof, all amounts shall be required to be paid by Licensee to TRI upon receipt of an invoice from TRI. Any sums not paid when due will accrue interest, from the original due date, at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

3. LICENSE GRANT

- 3.1 TRI grants Licensee a limited, non-exclusive and non-transferable right and license ("License") to use the Software identified on Schedule A during the term of the Agreement as set forth in Section 4 and pursuant to the terms and conditions of this Agreement subject to timely payment of the Software License and Maintenance and Support Fees. All rights not expressly granted to Licensee are hereby reserved to TRI. Licensee agrees and acknowledges that the Software is valuable, confidential and intellectual property belonging solely to TRI, and that Licensee has not purchased or been sold or granted any interest in the Software except as expressly provided herein. The Software License is personal to Licensee.
- 3.2 Licensee agrees that the Software will only be used, on computers located at the Server location(s) set forth on Schedule A to this Agreement. Subject to the terms of this Agreement, Licensee shall have the right to use the Software in the version set forth on Schedule A for Licensee's internal business purposes, provided, however, that Licensee's use does not at any time exceed the number of Permitted Users as set forth on Schedule A.
- 3.3 All data entered and stored in the Software database by Licensee is the property of Licensee. Licensee understands and grants TRI access to data collected by Licensee for the purpose of making any necessary system modifications, to provide technical support, generate descriptive reports, and to manage and maintain a repository of data that can be used to evaluate programs and policies. TRI agrees to take all reasonable efforts to safeguard the data and protect the identity of persons entered into the database. TRI agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.
- 3.4 Licensee agrees not to copy the Software. Licensee agrees to prevent any persons other than approved employees of Licensee from using or having access to any part of the Software.
- 3.5 Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided by TRI under the maintenance and support services specified in Section 8 of this Agreement shall be part of the Software and shall remain the proprietary property of TRI.
- 3.6 Licensee shall not copy, distribute, sublicense, sell, rent, lease, lend, give, assign, transfer, modify, translate, disassemble, reverse engineer, or decompile the Software, or any portion thereof, or create any derivative works based thereon without TRI's prior written consent, which may be withheld in TRI's sole discretion.

4. LICENSE TERM

- 4.1 The License shall remain in effect unless and until terminated in accordance with this Section or Section 15. Licensee may terminate this License by destroying or returning to TRI the Software, including all documentation and any copies thereof, and so notifying TRI in writing. No such termination shall entitle Licensee to a refund of any fees or sums paid or owed to TRI hereunder.
- 4.2 Licensee may not assign, deliver, sublicense or otherwise transfer this License or any of Licensee's rights or obligations under this Agreement without the prior written consent of TRI and any attempt by Licensee to do any of the foregoing without such consent will be void and will automatically terminate this Agreement.

5. PROFESSIONAL SERVICES

- 5.1 TRI agrees to perform those professional services which Licensee authorizes from time to time during the

term hereof. Professional services included in the license fee for the Software are outlined in Schedule B. Professional services that are not included in the license fee for the Software may be provided by TRI at the then-current rates. Professional services may include installation and demonstration of additional software, implementation services, education and training and customization services, all as more fully described in a Service Order.

- 5.2 Upon Licensee's request, TRI will prepare a Service Order, substantially in the form attached as Schedule B, containing, among other provisions, a description of the professional services to be performed and an estimate of the personnel services effort, processing charges, and other related costs. A Service Order shall become binding upon execution of the Service Order by Licensee and TRI. All such professional services shall be subject to the terms and conditions of this Agreement, including, without limitation, the provisions of Section 6 and 10 hereof.
- 5.3 All executable programs, and all programming documentation relating thereto, including specifications developed by TRI under any Service Order, shall be the property of TRI provided, however, if TRI grants Licensee the right to use such programs and documentation in accordance with the License set forth in Section 3. TRI may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by TRI during the performance of professional services under any Service Order.
- 5.4 Prepaid services must be utilized within one (1) year from the date of prepayment.
- 5.5 Unless otherwise set forth on a particular Service Order with respect to professional services performed on a fixed fee basis, all services performed hereunder will be billed on a time and materials basis, plus reasonable out of pocket expenses incurred by TRI to be reimbursed to TRI as provided under Section 2.4 hereof.

6. LIMITED WARRANTY

- 6.1 TRI warrants that the Software will function in accordance with the documentation provided to Licensee therewith. TRI further warrants that the professional services and the maintenance and support services provided hereunder will be performed in accordance with the standard of care generally applicable in the industry. If TRI is notified of an error in the Software within ninety (90) days after delivery of the Software or is notified of a deficiency in the services within ninety (90) days of the performance of the services, TRI shall provide the warranty services set forth in Section 10.1.
- 6.2 Except as set forth above, TRI makes no other warranties of any kind, whether express or implied, with respect to the services and the Software, including the documentation, or any updates, enhancements or releases thereto, or any other services or goods provided by TRI to Licensee in connection with the Agreement, including without limitation any warranties of non-infringement, merchantability or fitness for a particular purpose. TRI does not warrant that either the functional specifications or the functions contained or to be contained in the Software shall meet the Licensee's requirements or shall operate in the combination which Licensee selects for use, or that the operation or use of the Software shall be uninterrupted or error free. Licensee assumes the responsibility for the selection of the Software to achieve Licensee's intended results, and for the installation, use and results obtained from the Software.

7. PROGRAM CHANGES

All program changes to the Software covered by this Agreement that are or have been developed for Licensee by TRI shall automatically become part of the Software (and all intellectual property rights in connection therewith shall automatically vest in TRI and be subject to the terms and conditions of this Agreement). Any additions or modifications to the Software not programmed by TRI shall not be subject to TRI's warranty and TRI shall have no duty to correct any errors associated therewith.

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1 During the term of this Agreement and provided Licensee's maintenance and support fee has been timely paid, TRI will:

- a. Supply Licensee with any improvements or modifications to the Software that TRI does not charge for as options or as separate products.
- b. Provide off-site communications such as telephone, facsimile and e-mail support between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (excluding TRI holidays), Eastern Time, to the extent technically feasible to cause the Software to perform substantially in accordance with the documentation provided to Licensee therewith. Any required correction, replacement or services will be promptly accomplished after Licensee has identified and notified of any such error in accordance with the procedures, which are attached hereto as Schedule C. For purposes of providing the maintenance and support services, TRI agrees to implement the Escalation Procedures attached hereto as Schedule C and incorporated herein by reference. If Licensee specifically requests TRI to visit Licensee's site in connection with the correction of one or more errors not covered by TRI's maintenance and support services, Licensee shall reimburse TRI for all out of pocket expenses incurred in connection therewith as described in Section 2.4.

8.2 Licensee shall inform TRI in writing of any changes, additions or modifications made to the Software by Licensee, or by any agents or consultants of Licensee that TRI has agreed, in writing, may have access to the Software. Any changes, additions or modifications made to the Software by Licensee shall void any warranty under Section 6.1. Although TRI shall not be responsible for maintaining portions of the Software changed, added or modified by Licensee or for maintaining portions of the Software affected by Licensee's changes, additions or modifications, TRI may, at its option, include some or all of such changes, additions or modifications in the Software in such a manner that these same changes, additions or modifications will be reproduced by TRI for Licensee in subsequent releases of the Software. TRI reserves the right to incorporate any such changes, additions or modifications into the Software for distribution to licensees in general, without any duty to pay a royalty or other fee associated therewith.

8.3 Licensee agrees to pay TRI for time spent and expenses incurred if analysis and maintenance of a problem indicates it was not the result of a nonconformance in the Software with the documentation provided to Licensee therewith and if: (a) the Software has been modified, changed or altered by anyone other than TRI unless authorized by TRI in writing; (b) Licensee is not operating the then-current (or the immediate prior) release of the Software; (c) the computer hardware used in the operation of the Software is not in good operating order or is not installed in a suitable operating environment; (d) the computer hardware and hardware configuration used in the operation of the Software does not meet TRI's recommended specifications; (e) the failure to perform substantially in accordance with the standard documentation is caused by Licensee or its agents, servants, employees or contractors (including, without limitation, by Licensee's failure to follow all instructions contained in such standard documentation); or (f) Licensee fails to notify TRI promptly of such failure after it is discovered. These charges will be invoiced at TRI's then-current rates plus reasonable out of pocket expenses. TRI shall have no duty to provide error identification or correction if all sums then due to TRI under this Agreement have not been paid or Licensee is otherwise in material breach of its obligations under this Agreement.

8.4 Maintenance and Support Services will be provided for the then-current and immediate prior releases of the Software as specified by TRI.

9. LICENSEE'S OBLIGATIONS

9.1 Licensee agrees to inform TRI in writing of any programming error in the Software that requires correction, together with such supporting file/record dumps and output reports/copies of screen displays as may be necessary or reasonably requested by TRI to examine and trace the programming error.

9.2 On request, Licensee agrees to provide TRI with sufficient support and test time on Licensee's computer system to duplicate the error, confirm that the error is with the Software, and to confirm that the error has been fixed.

9.3 Licensee shall bear the cost of error identification and correction, if any, at then prevailing rates, plus any out-of-pocket expenses, if after investigation by TRI, TRI determines that such error occurred as a result of one of the reasons listed in Sections 8.4(a) through (f) above.

10. LIMITATIONS ON REMEDIES; DISCLAIMER OF CONSEQUENTIAL DAMAGES

- 10.1 In the case of a breach of the warranty concerning the Software as set forth in Section 6 above, Licensee's sole and exclusive remedy and TRI's only obligation shall be to cause the Software to operate substantially in accordance with the applicable functional specifications as stated in the standard documentation. In the case of a breach of the warranty concerning the services as set forth in Section 6 above, Licensee's sole and exclusive remedy and TRI's only obligation is to reperform the services. In the case of an alleged breach of the Software warranty, Licensee must give TRI written notice during the warranty period. In the case of an alleged breach of the services warranty, Licensee must give TRI written notice within thirty (30) days after performance of the services or receipt of the deliverable resulting from the services, whichever is later.
- 10.2 Neither TRI nor any distributor, licensee or agent through whom Licensee obtained the Software shall be liable for any lost profits or any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever suffered or incurred by Licensee as a consequence of the use or performance of the Software, the documentation, the underlying algorithm or otherwise, even if TRI has been advised of the possibility of such damages and whether or not any limitation on remedies is deemed to have failed in its essential purpose. In any event, under no circumstances shall TRI be liable for any loss, cost, expense or damage to Licensee in an amount exceeding the initial license fee paid by Licensee to TRI under this Agreement, whether arising as a result of: (a) any breach of this Agreement by TRI; (b) any act or failure to act by TRI; (c) TRI's negligence or gross negligence; (d) any claim made against Licensee by any other Party; or (e) otherwise; even if TRI has been advised of the claim or potential claim. Licensee agrees that it shall not assert any claim(s) against TRI based on any theory of strict liability.
- 10.3 Licensee acknowledges that the Software is not intended for use by computer users in general but is intended for use only by business professionals and shall not in any form or manner substitute for the exercise of their professional or business judgment. Licensee agrees to bear full and exclusive responsibility and liability for the accuracy and appropriateness of the input and the use of the output of the Software by Licensee, Licensee's personnel, agents, clients and customers.
- 10.4 TRI agrees to defend or, at its option, settle, at its expense, any action brought against Licensee to the extent that such action is based upon a claim that Licensee's use of the Software, including the related documentation, infringes upon or violates any U.S. copyright, trade secret, trademark or other proprietary right of any third party or patent known to TRI..
- 10.5 No action relating to this Agreement may be brought by either Party more than four (4) years after the Party concerned knows or, in the exercise of care reasonable under the circumstances, should have become aware of the facts constituting the cause of action. The Parties will, in good faith, endeavor to bring any action relating to this Agreement in a timely manner in order, among other things, to enable the other Party to mount an effective defense.

11. INTELLECTUAL PROPERTY

- 11.1 If the Software or related documentation is held by a court of competent jurisdiction or alleged to constitute such an infringement or violation of any third party's proprietary rights and Licensee's use thereof is or may reasonably be expected to be enjoined, TRI shall, at its option, either secure for Licensee the right to continue to use such Software or documentation, or replace and modify such Software or documentation to make it non-infringing. If either option is not commercially reasonable, TRI reserves the right to terminate the License and refund a pro rata share of the license and maintenance and support fees.
- 11.2 Notwithstanding the forgoing, TRI in no event shall be liable for any claim under this Section which is based on: (a) Licensee's continued use of the Software after it has become aware of the existence of any claim or potential claim of the type referred to above or after it has been notified by of the existence of such a claim and has been requested to cease all use of the Software; (b) the use or combination of the Software with any other software or hardware not supplied to Licensee by TRI (c) any change, modification, addition or enhancement to or of the Software not made by or at the direction of or (d) Licensee's use of any but the latest available (or the immediately prior) release of the Software. THE FOREGOING STATES THE ENTIRE LIABILITY OF TRI AND LICENSEE REGARDING INTELLECTUAL PROPERTY RIGHT CLAIMS BY THIRD PARTIES.

12. INDEMNITY

Licensee shall indemnify and hold TRI harmless, to the extent allowed by law without establishing a sinking fund, from and against any and all costs, claims, damages, expenses and liabilities of any kind with respect to any claims or suits brought by any third party arising out of Licensee's use of the Software (other than claims with respect to infringement of intellectual property rights of third parties), including, without limitation claims brought by Licensee's customers. Licensee agrees that the fee structure contained in this Agreement has been fixed in reliance upon the indemnity, limitation of liability and limitation of remedy provisions contained in this Agreement and that such provisions are fair and reasonable under the circumstances.

13. CONFIDENTIALITY

Licensee will, and will direct its employees, officers, directors, members, managers, agents and affiliates to, keep the Software, including related documentation, and all information and materials concerning or related thereto secret and confidential at all times, to protect TRI's proprietary rights therein, and not to disclose, disseminate or permit to be disclosed or disseminated any such information or materials to any person, except as required by law or as expressly authorized hereunder to enable Licensee to carry out its obligations pursuant to this Agreement. Licensee will use the same degree of care to avoid disclosure or dissemination of any such confidential information as it employs with respect to its own information which it does not desire to have disclosed or disseminated.

14. NONSOLICITATION

Each Party agrees that it will not, for the term of this Agreement and for a period of one (1) year after any termination hereof, directly or indirectly, cause, induce or attempt to cause or induce any of the other Party's employees or consultants to leave the employ of such Party or to accept employment or engagement with the other Party or any other employer, without the prior written consent of the other Party hereto. In the event that either Party breaches or attempts to breach any of the provisions of this Section, the non-breaching Party shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.

15. TERMINATION

15.1 The term of this Agreement shall be for a period of one (1) year from the date the Agreement becomes effective. Licensee shall have the right to renew on each anniversary date for successive years by paying the applicable annual license fee for such renewal year. Licensee shall give TRI written notice sixty (60) days in advance of such anniversary date of its intent to renew.

15.2 TRI shall have the right to terminate this Agreement in its entirety if: (a) Licensee fails to pay any license fees, maintenance and support fees or any other fees or sums that it is required to pay under this Agreement or any Service Order and such failure continues for a period of ten (10) days after giving written notice of such nonpayment to Licensee (a "Payment Default"); or (b) other than a Payment Default, Licensee materially breaches any of the terms or obligations under this Agreement and such breach continues for a period of thirty (30) days after gives written notice of such breach to Licensee. TRI's right to terminate this Agreement hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous failure or breach.

15.3 Upon any termination of this Agreement, pursuant to Section 15.2, Licensee shall cease using the Software, including the related documentation, and Licensee shall return to TRI, or, if so directed by TRI, destroy the Software and related documentation and all copies thereof, all at Licensee's sole cost and expense. Simultaneously with such return or destruction, Licensee shall deliver to TRI an affidavit certified by a duly authorized officer of Licensee stating that the original and all copies of all materials required to be returned to TRI, or destroyed hereunder, have been so returned or destroyed.

15.4 In no event shall any termination of this Agreement excuse either Party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse Licensee from making any payment due under this Agreement with respect to any period prior to the date of termination. Notwithstanding any provisions of this Agreement to the contrary, Sections 6, 7, 10, 11, 12, 13, 14, 15, 16, and 17 and 21 hereof shall survive any termination of this Agreement.

16. CUMULATIVE RIGHTS AND REMEDIES

All rights and remedies herein conferred upon or reserved to the parties in this Agreement shall be cumulative and concurrent and shall be in addition to all other rights and remedies available to such parties at law or in equity or otherwise. Such rights and remedies are not intended to be exclusive of any other rights or remedies and the exercise by any Party of any right or remedy herein provided shall be without prejudice to the exercise of any other right or remedy by such Party provided herein or available at law or in equity.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and the validity, construction and performance hereof shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to Texas choice of law principles. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

17.2 As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties shall each pay fifty percent (50%) of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

18. FORCE MAJEURE

Neither Party shall be deemed to be in breach or default of this Agreement if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, priorities, strike, labor disputes or whatever nature and any other reason beyond such Party's reasonable control.

19. SUCCESSORS AND ASSIGNS

This Agreement, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. NOTICES

All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefor or sent by nationally recognized overnight delivery service, postage prepaid, by facsimile, to the number listed in this Section 20, with machine acknowledgement of delivery, in each case addressed to the Party entitled to receive the same at the address specified below or as such address may be changed from time to time pursuant to the provisions of this Section 20:

- a. If to TRI, then to:
Senior Vice President Finance & Operations
Treatment Research Institute
600 Public Ledger Building
150 South Independence Mall West
Philadelphia, PA 19106
Facsimile: 215-399-0987

- b. If to Licensee, then to:

Nueces County Judge
901 Leopard, Rm 303
Corpus Christi, Texas 78401

Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

21. MISCELLANEOUS

- 21.1 Waivers. Any delay of forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 21.2 Amendments. This Agreement may not be amended, modified, varied or supplemented except by a writing signed by duly authorized representatives of both parties.
- 21.3 Limitation of Actions. Subject to the provisions of Section 17 hereof, any action by either Party for breach of this Agreement must be commenced within four (4) years after the complaining Party knew or should have known of such breach.
- 21.4 Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part.
- 21.5 Titles. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.
- 21.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.
- 21.7 Entire Agreement. This Agreement and the schedules hereto, together with any Service Orders executed by the parties, shall constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

The Agreement will become effective upon execution of Agreement by both Parties and receipt by TRI of the initial annual License Fee payment, whereupon all of the terms and provisions of this Agreement shall become binding upon Licensee and TRI.

Signatures Follow

TREATMENT RESEARCH INSTITUTE

LICENSEE

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE A

License and Maintenance and Support Fees

Server Location(s)	Treatment Research Institute			
Product Name	Version	No. of Servers	Permitted Users	Fees
TRI-CEP	1	1	up to 10	\$10,000 per year

SCHEDULE B

Service Order - No. 1

"Services", "Tasks" and other terms referenced below for purposes of the Software License and Services Agreement ("Agreement") by and between TRI and Licensee shall mean and include the following:

SCOPE OF WORK ("SERVICES"):

TRI shall provide professional services to Licensee as requested by Licensee consisting of:

- Basic modifications to the TRI-CEP™ program that do not require re-programming to the existing fields. This includes changes to the wording of items and dropdown menus, as well as minor changes to cut-offs or formulas used for the scoring algorithms. It does NOT include adding new items or scales. Licensee will provide complete list of basic modifications requested within fifteen (15) working days of execution of Agreement.
- Initial training of the local evaluators to utilize the TRI-CEP™ system and, local administrator to manage user accounts via web conferencing. TRI will schedule training within twenty (20) working days of receipt of complete basic modifications list from Licensee.
- Hosting and maintenance of the TRI-CEP™ website.
- Ongoing adjustments to items, dropdown menus, algorithms and output statements as requested by the local evaluators and approved by the local administrator.
- Maintenance of a "help desk" by phone or online messages to answer substantive questions about the TRI-CEP™ website.
- Provision of up-to-date, descriptive aggregate reports. These reports include:

TRI-CEP™ Reports:

General Demographics Counts (by Gender, Race, Ethnicity, Counsel & Status

Judicial Status Hearing Attendance (by Gender, Race & Ethnicity)

Percent Attended Status Hearings (by Gender, Race & Ethnicity)

Percent of Clients with Any Probation Violations and New Offenses (By Gender, Race & Ethnicity)

Percent of Clients Attended Any Probation Sessions (By Gender, Race & Ethnicity)

Percent of Clients Attended Treatment Sessions (By Gender, Race & Ethnicity)

Percent of Clean Urines (By Gender, Race & Ethnicity)

Note: all reports can be customized by client's Court Entry Date

*Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at TRI's customary hourly rate. Currently, the hourly rate for TRI is \$170.00 (one hundred and seventy dollars, with a minimum four (4) hour work order). In addition, if on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of TRI staff. TRI will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

SCHEDULE C
Maintenance and Support Escalation Procedures

TRI shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by TRI will require the Licensee to assist in the documentation and reproduction of the error, provision of a Licensee contact person with whom TRI can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

Severity Level 1: TRI promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. A Severity Level One error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

Severity Level 2: TRI assigns a Client Support representative to begin an update, and provides additional, escalated procedures as reasonably determined necessary by TRI Client Support staff. TRI exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced system interruptions.

Severity Level 3: TRI may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Severity Level'	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
Severity Level 1	Within 1 business hours	Continuous effort until resolved	By Licensee agreement	Within 1 business Day	Director of Client Services or the equivalent
Severity Level 2	4 business hours	Workaround or include fix in next maintenance release	Every other working day	Within 2 business Days	Director of Client Services or the equivalent
Severity Level 3	8 business hours	Update may be included in next maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent