

Software License Agreement

Between
COLUMBIA ULTIMATE, INC.
4400 NE 77th Avenue Suite 100
VANCOUVER, WASHINGTON 98662
360-260-5838
Hereafter RevQ

And
COLLIN COUNTY
200 South McDonald Street, Suite 230
MCKINNEY, TEXAS 75069
1-972-548-4113
Hereafter Customer

This Software License Agreement ("Agreement") is made by and between RevQ and Customer. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **BACKGROUND.** Columbia Ultimate, Inc., dba RevQ, is an independent software sales, development, re-seller and consulting company licensed in the State of Washington. RevQ owns a copyright and holds all ownership rights to a series of computer programs collectively known as Revenue Results. Customer is licensing Revenue Results from RevQ which will be used in the operation of its business. Customer is aware that RevQ does not manufacture nor maintain any hardware or networks.
- II. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:
 - A. "Workstation Software" means any Revenue Results software loaded onto any Hardware to access the Server.
 - B. "Documentation" means the tangible or intangible information necessary for the use, planning, operation and maintenance of the Software, including but not limited to the Revenue Results User Guide manual.
 - C. "Hardware" means any piece of tangible equipment used for the purpose of running Software.
 - D. "Product(s)" means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement.
 - E. "Release" means an update of the Software, subsequent to the initial delivery of the Software, in which RevQ provides multiple new features and functionality to the Software. A Release will have updated Documentation, a new Release number, and by its nature will include any accumulated corrections which make the Software conform to the Documentation, or any improvements in the performance of the Software.
 - F. "Server" means all the inclusive attributes of the Revenue Results software residing on the Hardware used to store the database and Revenue Results software application.
 - G. "Software" means Revenue Results Server and Workstation Software and any ancillary products used in collection of outstanding credit obligations.
 - H. "Upgrades" means an update to the Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Software conform to the then current Documentation, any improvements in the performance of the Software, any minor new feature or functionality which were not formerly functions of the Software.
- III. **SCOPE OF LICENSE.**
 - A. RevQ grants to Customer a nonexclusive, nontransferable license for the Software. RevQ continues to own all rights to the copy of the Software licensed to the Customer under this Agreement along with any and all copies that the Customer is authorized to make.
 - B. Customer's rights to use Software are specified in this Agreement, and RevQ retains all rights not expressly granted in this Agreement.
 - C. Customer may make one back-up copy for disaster recovery use.
 - D. Within 30 days after the Effective Date, RevQ shall place all of the source code for the RevQ Software in escrow with Iron Mountain subject to an escrow agreement containing customary escrow terms (the "Escrow Agreement") for the price of \$ 3,750.00 for the life of the contract. If Collin County receives all or part of the Source Code in compliance with the Escrow Agreement, RevQ shall grant Collin County a non-exclusive, non-transferable license to use the Source Code internally solely to the extent necessary for Collin County to maintain and support RevQ

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Software in accordance with the terms of any maintenance and support that RevQ is obligated to perform and has failed to perform

- E. The Software is and at all times shall remain the sole property of RevQ. The ownership is protected by the copyright laws of the United States and by international treaty provisions. Nothing in this Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.
- F. Unless agreed to in advance in writing by RevQ, Customer shall not assign, rent, lease, or otherwise sublet the Software or any part thereof to any third party, and Customer shall not use the Software for any purpose other than expressed in this License.
- G. The Software is licensed to Customer so that only one copy of the Server is in use at any given moment and that the Customer will only access the Server up to the maximum Workstation Software licenses the Customer has purchased from RevQ.
- H. The data populated by the Customer is solely owned by the Customer. RevQ will not use any Customer data elements in any form.
- I. Upgrades and Releases of the Software currently licensed to the Customer will be offered to the Customer at no additional charges as long as they have a valid and current Support agreement.
- J. RevQ agrees and certifies that software conforms to the requirements of SB 1863 and will remain compliant with any/all future state mandates as they evolve and, at no additional charge to Customer. RevQ will be provided a reasonable amount of time to implement the new requirements in a subsequent Revenue Results Release.

IV. **TERM AND TERMINATION.**

- A. The term of this License shall begin upon the delivery of the Software and shall remain in force until terminated in accordance with the terms of this Agreement.
- B. This Agreement may be terminated, at RevQ's discretion, if payment for Software license fees is not made to RevQ when due as defined on RevQ's purchase order. Payment will be made in accordance with Vernon's Texas Codes Annotated, Government Code, Title 10, Subtitled F, Chapter 22.51.
- C. This Agreement can be terminated by the Customer with 30 days written notice.
- D. Upon termination of this Agreement, Customer shall promptly return all copies of the Software and accompanying written materials to RevQ.

V. **FEES AND CHARGES.**

- A. Unless otherwise specified on the invoice, Payment will be made in accordance with Vernon's Texas Codes Annotated, Government Code, Title 10, Subtitled F, Chapter 22.51. Prices and fees are exclusive of, and Customer shall be solely responsible for paying, all sales, use, excise and similar taxes relating to the sale or license of the Software.
- B. Products or services requested by Customer in addition to those specified in this Agreement will be billed to Customer at RevQ's then current rates, except that RevQ will fix the rate of the Revenue Results Software License Fee at \$ 3,750.00 per license for up to and including 7 years for any additional software licenses purchased for Customer's use.
- C. Freight charges will be billed as incurred at the then current ground shipping rates unless Customer requests additional methods of transportation.

VI. **SERVICES AND SUPPORT**

- A. No services come with the licensed software unless specified in the Purchase Order below. If the Customer would like additional on-site, electronic, or telephone services setting up the software, the Customer can make arrangements with RevQ based on the availability of RevQ personnel at the then current rates for that service under a separate written agreement.
- B. RevQ provides no Software support under this license Agreement. Revenue Results support is available through a separate support agreement.

- VII. **CONFIDENTIALITY.** Customer shall take all reasonable steps necessary to ensure that the Software and related documentation, or any portion thereof, on magnetic tape, disk, or memory or in any form, are not made available by Customer or by any of its employees to any organizations or individuals not licensed by this Agreement to make use thereof. Customer warrants that all those individuals having access to the Software and related documentation under this License shall observe and perform this non-disclosure covenant. In particular, Customer recognizes the proprietary nature of Software and the related documentation and, in connection with the Software and related documentation, agrees as follows: (a) to instruct its employees having access to Software and related documentation not to copy or duplicate programs or make disclosure with reference thereto or of any components thereof to any third party; and (b) to effect normal security measures to safeguard Software and related documentation from theft or from access by persons other than its own employees using the Software and related documentation for Customer's own requirements. The

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obligations of Customer under this Section shall survive the termination of this License for three (3) years following termination of this Agreement.

A. RevQ acknowledges that Customer is subject to the Texas Public Information Act (V.T.C.A. Government Code 552 as amended).

VIII. LIMITED WARRANTY.

- A. RevQ warrants that it has the right to license the Software to Customer under terms of this License and RevQ does not infringe upon the rights of any third parties and that the Software does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.
- B. RevQ warrants that the Software will perform substantially as described in the Documentation which is outlined in the Revenue Results User Guide at the time of the execution of this Agreement, provided such Software is used on hardware that meet the minimum specifications made available by RevQ at the time of the execution of this Agreement. This warranty will expire ninety (90) days from the delivery date of the Software.
- C. In the event the Software does not so perform, RevQ's sole obligation in case of any breach of this warranty shall be to repair or replace, at RevQ's option, any component of the Software which does not perform as documented.
- D. Except as specifically provided herein, RevQ shall have no liability to Customer or any other party because of the failure of the Software to so perform and RevQ does not warrant that the functions contained in the Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free. RevQ assumes no responsibility for Software which has been altered or modified, except if altered or modified by RevQ.
- E. **RevQ disclaims all other expressed or implied warranties, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, and implied warranties arising by usage of trade, course of dealing, or course of performance.**
- F. **In no event shall RevQ be liable for any indirect, special, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, cost of overhead or any substitute service, claims of Customer's Workstation Software for such damage or other economic damages, including without limitation loss in connection with or arising out of the use of the Software or the Services provided for in this Agreement, even if RevQ has been advised of the possibility of such damages.**

IX. INDEMNIFICATION.

- A. Proprietary Rights -- RevQ shall defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software furnished by RevQ hereunder infringes a U.S. Patent, copyright or trade secret, if RevQ is notified promptly in writing of such action and if RevQ shall have sole control of its defense and negotiations for settlement. If Customer's use of the Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the License for the infringing Software and refund the balance if any of license fees paid for the Software, prorated over a 3-year term from the commencement of the licensed Workstation Software. RevQ shall not be liable for infringement of any right resulting from use of the Software in a manner for which it was not specified. The foregoing states the entire liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.
- B. General -- RevQ agrees to indemnify, defend and hold harmless Customer and its officers, directors, agents, employees, corporate parents, affiliates and subsidiaries (the "indemnified parties"), and to require all subcontractors to release, indemnify and hold the indemnified parties harmless from and against any and all claims for damages, losses and expenses (including attorney's fees) arising out of this Agreement to the extent that any such claim, damage, loss, or expense is (i) attributable to bodily injury, including death or damage or destruction of tangible, real or personal property, and (ii) is caused by any willful or negligent act or omission on the part of RevQ, its agents or anyone directly or indirectly employed by any of them. **NOTWITHSTANDING THE ABOVE, REVQ SHALL BE RESPONSIBLE ONLY FOR DIRECT LOSSES, EXPENSES OR DAMAGES, AND SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.**

- X. **DISPUTE RESOLUTION.** If any controversy or claim arises out of or relates to this Agreement, or the breach thereof, the parties agree that senior management will attempt in good faith to settle the controversy or claim within ten (10) business days thereafter before resorting to non-binding mediation pursuant to this Section. If said controversy or claim cannot be settled through such senior management intervention, either party may initiate action in a court of competent jurisdiction.

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XI. **DEFAULT.**

- A. RevQ shall be deemed to be in default if the Software does not perform as documented in the Revenue Results User Guide and cannot be brought into compliance with the documentation within a reasonable period of time.
- B. Customer shall be deemed to be in default if payment is not made in accordance with this Agreement.
- C. Customer shall be deemed to be in default if an attempt is made to transfer the Software, without the approval of RevQ, or if in violation of Section III subsection F of this agreement.

XII. **REMEDIES AFTER DEFAULT.**

- A. This Agreement may be deemed terminated at the sole discretion of the non-defaulting party.
- B. All materials supplied to the Customer by RevQ shall be returned if this Agreement is terminated.

XIII. **MISCELLANEOUS.**

- A. Force Majeure. No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas
- C. Binding Effect. This Agreement inures to the benefit of and is binding upon heirs, executors, administrators, successors and assigns of the parties hereto.
- D. Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.
- E. Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.
- F. Compliance. The Customer shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.
- G. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed to by both parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date indicated. This Agreement is subject to the terms and conditions attached hereto and which are made a part hereof and which the parties acknowledges to have read.

Government Agency

Authorized Signature

By: Franklin Ybarbo

Print Name: Frank Ybarbo

Title: Purchasing Agent

Date: 7/25/06

Columbia Ultimate, Inc.

By: Bruce Randall

Print Name: Bruce Randall

Title: President - RevQ

Date: July 19, 2006

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PURCHASE ORDER

- Software will be shipped once Purchase Order is received. Payment will be made in accordance with Vernon's Texas Codes Annotated, Government Code, Title 10, Subtitled F, Chapter 22.51.
- All RevQ products and services are sold F.O.B. shipping point; however RevQ will prepay and invoice Customer for freight charges.
- As agreed above, all applicable taxes are solely the responsibility of the Customer.
- Subsequent purchases are based upon the current list prices.
- Subject to interest charges if not paid within the agreed upon time frame.

Purchase Order # _____
Purchase Order Date _____

QTY	DESCRIPTION	TOTAL
20	Revenue Results Software Licenses	\$ 84,000.00
	Revenue Results Documentation	Incl.
	Data Conversion/UIF Consulting (1 Day)	1,500.00
	Collections Process and System Integration Analysis	1,200.00
	System Setup & Collection Process Training (3 Days – in McKinney, TX)	2,000.00
	End User Training (4 Days – in McKinney, TX)	3,500.00
	Online Follow-up Training	Incl.
	Technical Implementation Services	Incl.
	Project Management	4,150.00
	Travel Expenses	3,000.00
	1 st Year Support and Releases*	16,800.00
Total Purchase Amount		\$ 116,150.00
Texas "Beta County" Discount		41,150.00
Total Purchase Price		\$ 75,000.00

* See Support Agreement for more information regarding this.

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PURCHASE ORDER

Initial Installation of Revenue Results

Payment Schedule

The Customer will pay RevQ the amount of the purchase order for the product and services provided in the following manner:

Phase 1: 50% (\$ 37,500.00) to be paid once Revenue Results software is installed on Customer Server.

Phase 2: 25% (\$ 18,750.00) to be paid once the End User Training takes place. (Note: At the end of End User Training, the system should be in production use)

Phase 3: 25% (\$ 18,750.00) to be paid 30 days after the system is put into production use.

Customization and Importing Data

Revenue Results Software has the capability to accept many fields that are not standard in the Revenue Results Software. This is done in an administrative menu within the software in a menu-driven fashion. The User can set these fields up by themselves. There are two areas that a user can add fields. These two areas are called: Debtor Custom Fields, and Account Custom Fields. Since it is part of the software, there is no charge to be able to set these fields up and use them for importing data, and for everyday collection use.

There may be a case where some fields that are standard in Revenue Results Software cannot be populated by an import process. If this is the case, RevQ will notify the Customer when that this is the case. It would be assumed that the Customer would present the data elements to RevQ and after analysis by RevQ, this information would be made known. Other arrangements for the population of such data can be researched as necessary and as agreed to by both parties.