

VisPay Agreement

This VisPay Agreement (hereinafter, the "Agreement") is effective as of the date signed by all the parties listed in this Preamble by and between Renovo Software, Inc. with corporate headquarters at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (hereinafter "RENOVO") and Muskegon County Sheriff's Office located at 25 W. Walton Ave. Muskegon, MI 49442 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the parties with respect to RENOVO's VisPay Module.

I. PREFACE. RENOVO has developed and owns the VisPay module for the corrections industry ("VisPay"). VisPay provides a method for payment of visitation fees and inmate messaging fees. Customer desires that RENOVO install, and maintain VisPay for Customer. RENOVO and Customer desire that VisPay be the sole and exclusive method for payment of revenue generation associated with inmate visits (including face-to-face visits, on-premises video visits, and internet video visits) and/or inmate messaging ("VisMail") at Customer's facilities (the "Facilities"). The services for which VisPay shall be provided are as designated on Exhibit A hereto. In consideration for agreeing to allow VisPay to be the exclusive payment method for all revenue generating visits and/or inmate messaging for use by inmates at the Facilities, RENOVO agrees to pay Customer the fees set forth in Section III below.

II. VisPay INSTALLATION AND OPERATION.

A. Within a reasonable period of time after execution of this Agreement, RENOVO shall install VisPay so that it is operable at Customer's Facilities.

B. CUSTOMER shall be solely responsible for all charges related to providing internet access and the necessary bandwidth from the Facilities to the World Wide Web and RENOVO shall not be liable for any damages incurred by Customer as a result of Customer's failure to provide adequate internet access and the necessary bandwidth from the Facilities to the World Wide Web.

C. All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Renovo's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Renovo and its licensors. Customer shall not: (i) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (ii) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (iii) use the IP operate in or as a time-

sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

III. COMPENSATION

A. In consideration for granting RENOVO the exclusive right to derive revenue from all revenue generating visits and/or revenue generating inmate messaging (VisMail) at the Facilities, RENOVO will pay Customer 50 percent of the "gross payments collected" through VisPay for revenue generating visits and revenue generating inmate messaging at the Facilities. "Gross Payments Collected," as used herein, means RENOVO's total revenue from all billed visits less a 5% transaction fee. Notwithstanding anything to the contrary herein, taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies are not considered to be revenue for the purpose of this definition. Payments to Customer shall be due monthly for the preceding month within forty-five (45) days following the collection of records from the preceding month. All payments to Customer shall be final and binding upon Customer unless written objection thereto is received by RENOVO within sixty (60) days of RENOVO's mailing of the payment to Customer.

B. Exhibit A to this Agreement sets forth the VisPay services to be provided by RENOVO.

C. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases RENOVO's costs to perform under this Agreement or reduces RENOVO's allowable rates that may be charged to VisPay users, RENOVO shall be entitled to adjust the rates and terms of payment as set forth in Article III (A) above, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to VisPay users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase

for reasons other than those stated herein shall be subject to Customer's written approval.

IV. TERM. This Agreement shall remain in force and effect for Three (3) years from the date of installation of RENOVO's VisPay (the "Initial Term") unless the Agreement is earlier terminated in accordance with the termination provisions herein. Unless one party delivers to the other a written notice of non-renewal at least ninety (90) days prior to the expiration of the current term, this Agreement shall renew automatically upon the same terms and conditions as set forth herein (the "Renewal Term").

V. TERMINATION

A. In the event a party believes the other is in material breach of this Agreement that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. Notwithstanding anything to the contrary herein, if the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the non-breaching party may terminate the Agreement effective immediately upon notice of termination to the breaching party, and may pursue any available legal or equitable remedies for the breach.

B. For the purposes of this Article IV, the term "cause" shall not include nonperformance due to Force Majeure Conditions, or any other causes beyond the non-performing party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

VI. LIABILITY

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RENOVO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE

RENOVO'S VISPAY, VISANYWHERE OR VISMAIL. RENOVO SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Customer agrees to indemnify and hold RENOVO, its officers, directors, employees, agents, and subcontractors harmless from any and all claims, losses or liability of any nature whatsoever, including claims interposed by way of defense or counterclaim (and including attorney's fees) arising out of or related to (1) any negligent or intentional acts or omissions by Customer, its officials, agents or employees; (2) any claims arising out of any mis-use of VisPay, VisAnywhere or VisMail software; and (3) any breach of this Agreement by Customer.

VII. MISCELLANEOUS

A. Authority. Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the VisPay and related equipment in the Facilities. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. Governing Law. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Michigan.

C. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Entire Agreement. This Agreement, including EXHIBIT A contains the entire agreement by and between the Parties and replaces any prior or

existing agreements, oral or written, between the Parties concerning the subject matter herein.

F. Modifications. This Agreement cannot be varied, modified or amended orally and can only be varied, modified or amended by a written instrument signed by a representative of each party who has legal authority to enter such Agreement.

G. Assignments. RENOVO reserves the right to assign its rights and obligations under this Agreement without the prior consent of Customer. Any sale or transfer of the business, property or operations of the Facilities shall include an assumption by the buyer of all the terms and conditions of this Agreement. Customer may assign this Agreement only with the written consent of RENOVO, which consent shall not be unreasonably withheld.

H. No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.

I. Dispute Resolution. Any claim or controversy arising out of or relating to the Agreement shall, upon a party's written request, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.

J. Notices. All notices required to be in writing herein shall be delivered by each party to the other party by overnight mail delivery services at the addresses for each party set forth below, and will be deemed received as of the date of delivery. Either party may change the designated address and/or recipient upon written notice to the other party in accordance with this provision.

If to RENOVO:

Muskegon County Sheriff's Office

By: LT. MARK BURNS
Name: _____
Title: #89240
3-21-16

Renovo Software Inc.
Attn: General Counsel
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

If to Customer:

Muskegon County Sheriff's Office
Attn: Lieutenant Mark Burns
25 W. Walton Ave.
Muskegon, MI 49442

K. No Joint Venture. Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.

L. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

M. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

N. Customer must, and hereby agrees to stay current on annual upgrades and support contracts in order for VisPay to be properly supported and functional.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

RENOVO
RENOVO SOFTWARE, INC.

By: [Signature]
Name: Jeffrey B. Haidinger
Title: President and COO

EXHIBIT A

Customer shall initial the services for which VisPay shall be provided as the sole and exclusive method of payment:

1.	MB	Visitor and Inmate Visitations: Face to Face, On-Premises Video Visits or Internet Video Visits
2.		Inmate Messaging (VisMail)