ChildPlus Software

Service Agreement

This Order Form & Service Agreement (the "Agreement") is entered into between Management Information Technology USA, Inc. d/b/a ChildPlus® Software ("ChildPlus") and the User Organization identified below ("User"). ChildPlus and User are each referred to as a "Party" and are collectively referred to as the "Parties."

The Annual Subscription total is $19,005.85 from 11/1/2020-10/31/2021

User Organization Information:			
Organization Name:	County of Webb	**Principal Contact Person:**	
Address:	PO BOX 2397	Title:	
	Laredo, TX 78044	Phone:	
Billing Contact:		Fax:	
Title:		Email Address:	
Phone:		**Technical Contact Person:**	
Fax:		Title:	
Email Address:		Phone:	
		Fax:	
		Email Address:	

Service Commencement Date (must be the first day of the month)	
The Services will be provided for a 12-month term beginning on the Service Commencement Date and ending 12 months thereafter.	
Agreement is for an unlimited number of users.	
Agreement is for Services hosted by ChildPlus at the ChildPlus Data Center	

Service Commencement Date. The Service Commencement Date for this Order will be the date indicated above. This is the date User will commence using Services as described in this Agreement.

Effective Date. The effective date of this Agreement is the date Agreement is signed by ChildPlus.

By signing this Order (i) the Parties agree to be bound by the terms and conditions of the Agreement; (ii) each Party represents and warrants to the other that the person signing below is authorized to sign this Order on behalf of such Party.

Service Agreement (Version 2016-12)

1. Definitions. Certain capitalized terms, if not otherwise defined on the Order, shall have the meanings set forth below in this Section 1.

"Addendum" means any addendum to this Agreement executed by both Parties and may include, without limitation, ChildPlus' Maintenance and Support Services Addendum or Addendum to add additional Enrolled Participants or Modules.

"Authorized Users" means administrators, employees and authorized representatives of User's designated Agency and any applicable related Grantee or Delegate Agency who have logins to the Licensed Application.

"Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, Enrolled Participants, Users, User lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. All information created in the database by the User shall be treated as proprietary and confidential information of the User. Without limiting the foregoing, the software and databases (including any data models, structures, non-User specific data and aggregated statistical data contained therein) of ChildPlus shall constitute Confidential Information of ChildPlus.

"Documentation" means ChildPlus' standard user manuals, online help, forms and/or related documentation generally made available to Users of the Licensed Application, whether in print or electronic media, along with any help files available during use of the Licensed Application.

"Active Participants" means the actual number of current, active participants that are entered into the Licensed Application. This definition excludes any participants that are not enrolled i.e. non-participating family members or participants that are waitlisted, terminated or in a similar inactive status.

"Fees" means the applicable fees for the Services, and any additional Active Participants or Optional Modules according to the terms set forth in Section 7 below and ChildPlus' current fee schedule.

"Services" means the provision of access to the Licensed Application and associated support services via the Internet from the ChildPlus Data Center or the at User's facility.

"Service Term" means the time period commencing on the Service Commencement Date, as specified on the Order Form, and continuing until the Services are terminated as provided in Section 12.

"Licensed Application" shall mean, collectively, the executable, object code version(s) of the ChildPlus proprietary application software product(s) ordered and paid for by User pursuant to the Order, including, if applicable, any Optional Modules ordered by the User.

"Maintenance and Support Services" means the support services offered by ChildPlus to User.

"Order" means the ChildPlus' standard form of Order executed by the User and ChildPlus.

2. License and Usage of Services.

2.1 Software License. Subject to the terms and conditions of this Agreement, ChildPlus hereby grants to User a non-exclusive, non- use and operate the Licensed Application solely for User's internal operations, not for the operations of any other entity, and subject to the usage restrictions set forth in Section 6, below. The number of licenses granted shall be based on the number of Active Participants, as stipulated on the Order. For Services hosted at the ChildPlus Data Center, the User does not have any rights to physically possess a copy of the Licensed Application.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, ChildPlus hereby grants to User a non-exclusive, non-transferable, non-sublicenseable right and license during the License Term to make copies of the Documentation provided by ChildPlus, solely for User's internal use by Authorized Users. User acknowledges that no right is granted to modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation without the prior written approval of ChildPlus.

3. Ownership.
User acknowledges that ChildPlus and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights ("Intellectual Property Rights") in and to the Licensed Application (including all components thereof), and ChildPlus expressly reserves all rights not expressly granted to User in this Agreement. User shall not engage in any act or omission that would impair ChildPlus' and/or its licensors' Intellectual Property Rights in the Licensed Application and any other materials, information, processes or subject matter proprietary to ChildPlus.

4. ChildPlus Obligations.

4.1 Service Level. ChildPlus will provide the following service level for its Services if hosted at the ChildPlus Data Center:

Hosted Service Availability of 99.75% during primary hours of operation which are defined as 8 am Eastern to 6 pm Pacific, Monday - Friday, excluding federal holidays. This equates to no more than 10 minutes of downtime per week during the primary hours.
Service Availability of 97% during the non-primary hours of operation, excluding maintenance windows. Non-primary hours of operation are defined as 6pm Pacific to 7am Eastern, M-F, federal holidays and weekends. This equates to no more than 3 hours of unplanned downtime per week during the non-primary hours. Maintenance windows will be scheduled and announced at least 1 week in advance and will take place during the non-primary hours of operation.

4.2 Standard Support. The ChildPlus Technical Support Department will be staffed during the primary hours of operation, 8:30 am to 6:30 pm Eastern excluding federal holidays, to provide telephone or email assistance to the designated Technical Contact Person(s) for the User Organization as stipulated on the Order Form, and as modified from time to time in writing via fax, mail or e-mail from one of the Contact Persons stipulated on the Order Form.

4.3 Standard Database Backup and Restoral Services. ChildPlus will perform nightly backups if Services are hosted at the ChildPlus Data Center. In the event the user requests that their database be restored from the latest backup, ChildPlus will perform the restoral within one (1) business day of the request.

4.4 Software Defect Resolution. In the event the User encounters a defect in the Services and/or Licensed Application, an authorized Technical Contact Person from the User Organization will submit the description of the defect to the ChildPlus Technical Support Department in writing, via fax or e-mail along with screenshots, a step-by-step procedure to recreate the issue, and any other artifacts that will help ChildPlus troubleshoot the issue. ChildPlus will evaluate the reported issue and will make its best efforts to respond as follows:

Critical Service Defect resulting in an outage condition: Immediate response to restore service.

Major Service Defect resulting in the loss of a major application function: Provide resolution or acceptable work-around procedure within one to two (1-2) business days

Minor Service Defect resulting in an inconvenience to the User, but no loss of critical function: Provide resolution in the next regularly scheduled maintenance release.

Cosmetic Service Issue that has no operational impact to the User: Will consider implementing as time and budget permit.

4.5 Supplemental Professional Services; Training and Configuration. User may request that ChildPlus provide certain supplemental professional services related to User's use of the Services, including, by way of example, configuration or customization of the Licensed Application, training of User personnel regarding use of the Services and/or additional (enhanced) maintenance or support of the Services. See quotation provided by ChildPlus Sales Representative for a list of services and costs. However, unless otherwise set forth in this Agreement or otherwise agreed between the Parties in a separate Addendum to this Agreement or in a separate written agreement, ChildPlus shall have no obligation to provide or perform any such services for or on behalf of User.

5. Optional Modules and Services.

5.1 Training. Training services are optional services provided by ChildPlus, subject to execution of a separate Addendum required by ChildPlus Training & Consulting relating to such services and payment of additional Fees.

5.2 Additional Services Provided. ChildPlus agrees to provide a one-time, basic data import (including demographic for families, community resources, and personnel) to new clients for a cost of $2,500. User may request to receive an exhaustive list of fields included in the basic data import.

6. General Usage Restrictions.

6.1 Prohibited Uses. User will not use the Services or Documentation for any purposes beyond the scope of the licenses granted in this Agreement. Without limiting the generality of the foregoing, User will not (i) authorize or permit use of the Services or Documentation by persons other than Authorized Users; (ii) distribute any copies of Documentation to persons other than Authorized Users without the prior written approval of ChildPlus; (iii) modify or create any derivative works of the Documentation by persons other than Authorized Users, except with the prior written consent of ChildPlus; or (v) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Hosted Service and/or Licensed Application is compiled or interpreted. User acknowledges and agrees that nothing in this Agreement shall be construed to grant User any right to obtain or use such source code.

6.2 Third-Party Restrictions. User shall undertake reasonable measures necessary to ensure that its use of the Services and the Documentation complies in all respects with any contractual or other legally binding obligations of ChildPlus to any third party, provided that ChildPlus has notified User in writing with respect to

any such obligations. User shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use by ChildPlus of the Services or the Documentation.

6.3 Compliance with Laws. User shall undertake reasonable measures necessary to ensure that its use of the Services and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, the Services or the Documentation.

6.4 Proprietary Notices. User shall duplicate all proprietary notices and legends of ChildPlus and its suppliers or licensors upon any and all copies of the Licensed Application and Documentation made by User. User shall not remove, alter or obscure any such proprietary notice or legend.

6.5 Compliance Records; Auditing Rights.
Throughout the Term, and for a period of six (6) months thereafter, ChildPlus will have the right with a legitimate business reason, at its own expense, upon reasonable prior notice, periodically to inspect and audit User's use of the Services and Documentation for purposes of determining User's compliance with the terms and conditions herein. User agrees to cooperate with ChildPlus in the performance of any such audit, and shall provide to ChildPlus such access to User's relevant records, data, information, personnel and/or facilities as ChildPlus may reasonably request for such limited purposes. Such inspection and/or audit shall be conducted in such a manner as to not unreasonably interfere with the regular business operations of User, as well as to protect and maintain the integrity of User's Confidential Information that may be discovered during such audit and/or inspection.

7. Fees and Payments.
7.1 Fees Payable. In consideration for the Services provided to User and the performance of ChildPlus' obligations under this Agreement, User shall pay to ChildPlus, without offset or deduction, the Fees, in such amounts as may be determined by reference to the Order, any Addenda executed by both Parties and ChildPlus' current fee schedule. Unless otherwise provided in such Order or Addenda, all such fees shall be due and payable within sixty (60) calendar days after an invoice is issued by ChildPlus with respect thereto.

7.2 Disputed Charges. User must notify ChildPlus in writing of any dispute or disagreement with invoiced charges within sixty (60) days after the date of invoice. Absent such notice, User shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

7.3 Late Charges. ChildPlus reserves the right to charge, and User agrees to pay, a late charge equal to 2% or $25, whichever is greater, per month on any amount that is not the subject of a good faith dispute that is unpaid 60 days after the due date, and on any other outstanding balance.

8. Warranties and Limitations.
8.1 User Representations and Warranties. User represents and warrants to ChildPlus that User will only use the Services and/or Licensed Application through its designated Agency or Delegate Agency for internal management and administration of User's Agency's or Delegate Agency's Programs.

8.2 No Other Warranties. Except as expressly warranted in section 8.1 of this agreement, the services, licensed application, and any other materials, software, data and/or services provided by ChildPlus are provided "as is" and "with all faults," and ChildPlus expressly disclaims all other warranties of any kind or nature, whether express, implied or statutory, including, but not limited to, any warranties of operability, condition, title, data security, non-interference, quiet enjoyment, value, accuracy of data, or quality, as well as any warranties of merchantability, system integration, workmanship, suitability, fitness for a particular purpose, or the absence of any defects therein, whether latent or patent. No warranty is made by ChildPlus on the basis of trade usage, course of dealing or course of trade. ChildPlus does not warrant that the services, licensed application or any other information, materials, technology or services provided under this agreement will meet user's requirements or that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. User acknowledges that ChildPlus' obligations under this agreement are for the benefit of user only.

9. Limitations of Liability.

9.1 Limitations. In no event shall ChildPlus be liable to user for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, lost revenues, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if ChildPlus has been advised of the possibility of such damages. The aggregate liability of ChildPlus to user for all claims arising from or relating to this agreement, including, without limitation, in contract, tort, or strict liability, shall not exceed the total amount of all fees that have been paid to ChildPlus by user under section 7.1 during the twenty-four (24)-month period immediately prior to the event, act or omission giving rise to such liability. This limitation of liability in this section is intended to apply without regard to whether other provisions of this agreement have been breached or are determined to be invalid.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. Confidentiality.

10.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

10.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work or competing product or service using Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; (v) not to provide the Licensed Application, or access to the Licensed Application, to any person or

entity that offers or is developing any competing product or service to the Service; and (vi) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

10.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 10.1 and 10.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order or to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

11. Indemnification
11.1 Indemnification by ChildPlus.

(a) ChildPlus shall defend, indemnify, and hold User harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Services by User as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that User gives ChildPlus (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as ChildPlus may reasonably request, at ChildPlus' expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, ChildPlus shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Hosted Services with products, services, information, materials, technologies, business methods or processes not furnished by ChildPlus; (2) use of the Hosted Services to analyze and/or audit any third party software; Notwithstanding the foregoing, User shall not settle any third-party claim against ChildPlus unless such settlement completely and forever releases ChildPlus with respect thereto or unless ChildPlus provides its prior written consent to such settlement. In any action for which User provides defense on behalf of ChildPlus, ChildPlus may participate in such defense at its own expense by counsel of its choice; (3) notwithstanding the foregoing, ChildPlus shall not settle any third-party claim against the User unless such settlement completely and forever releases the User with respect thereto or unless the User provides its prior written consent to such settlement. In any action for which ChildPlus provides defense on behalf of the User, the User may participate in such defense at its own expense by counsel of its choice; or (4) use of the Hosted Services except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "User Indemnity Responsibilities").
(b) Upon the occurrence of any claim for which indemnity is or may be due under this Section 11, or in the event that ChildPlus believes that such a claim is likely, ChildPlus may, at its option (i) appropriately modify the Services so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to User and refund to User any unused license fees under the then current Term. The obligations set

forth in this Section 11 shall constitute ChildPlus' entire liability and User's sole remedy for any actual or alleged infringement or misappropriation.

11.2 Indemnification by User. ~~User shall indemnify, hold harmless, and, at ChildPlus' option, defend ChildPlus from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with User Indemnity Responsibilities or User's breach of this Agreement. ChildPlus agrees to give User (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as User may reasonably request, at User's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing,~~ User shall not settle any third-party claim against ChildPlus unless such settlement completely and forever releases ChildPlus with respect thereto or unless ChildPlus provides its prior written consent to such settlement. In any action for which User provides defense on behalf of ChildPlus, ChildPlus may participate in such defense at its own expense by counsel of its choice.

12. Term and Termination

12.1 Agreement. This Agreement shall become effective upon the Effective Date and shall continue in force until terminated by either party under the terms of this Section 12. The initial Term shall commence on the Service Commencement Date and shall continue for 12 months. At the end of the Term, Services may be renewed, at the User's option, for successive one (1)-year terms beginning upon the completion of the previous term by notifying ChildPlus of User's intention to renew and paying all fees for the renewal term. If User does not renew Services, Agreement will be terminated one day from the end of the Term.

12.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

12.3 Termination upon Bankruptcy, Insolvency, Etc. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within sixty (60) days.

12.4 Termination of Individual Addenda. In addition to each Party's rights under Sections 12.2 and 12.3, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement shall remain in full force and effect in accordance with their respective terms.

12.5 Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the

foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 12 shall incur no additional liability merely by virtue of such termination.

12.6 Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

12.7 Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) return or destroy the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

12.8 Survival of Obligations. The provisions of Sections 3, 7, 8, 9, 10, 11, 12.6, 12.7, 12.8, 12.9, 13 as well as User's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

12.9 Guaranteeing data access after Termination. ChildPlus guarantees access to your data even after termination of services. You will continue to have access to your ChildPlus data by logging in as usual and run reports or export your data. You will not be able to enroll children. You can also request a full database backup at any time, and ChildPlus will provide it. You will have limited access to ChildPlus Technical Support.

13 Miscellaneous.

13.1 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the state of Georgia, without giving effect to its rules regarding conflicts of laws. User agrees that any and all lawsuits between the parties arising from or in relation to this Agreement shall be brought exclusively in the state and federal courts located within the state of Georgia.

13.2 Force Majeure. ChildPlus shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of ChildPlus. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

13.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail (postage prepaid), fax, or email, to the Parties to the Agreement and addressed, if to User, as set forth on the Order, or if to ChildPlus, as follows:

 Management Information Technology USA, Inc.
 d/b/a ChildPlus Software
 303 Perimeter Center North, Suite 400
 Atlanta GA, 30346

Phone: (800) 888-6674   Fax: (404) 252-7337   Email: sales@childplus.com

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by fax or email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation.

13.4 Assignment. User shall not assign its rights or delegate its obligations under this Agreement (or under any Addenda) without ChildPlus' prior written consent, and, absent such consent, any purported assignment or delegation by User shall be null, void and of no effect. ChildPlus shall not assign its rights or delegate its obligations under this Agreement (or under any Addenda) without the User's prior consent, and, absent such consent, any purported assignment or delegation by User shall be null, void, and of no effect.

13.5 Independent Contractors. User and ChildPlus acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

13.6 Amendment. No amendment to this Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

13.7 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

13.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.9 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.10 U.S. Government End-Users. If the User is a U.S. Government End-User, each of the components that constitute the Licensed Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. Parts 27 and 52, all U.S. Government end users acquire the Licensed Application with only those rights set forth herein.

13.11 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.

13.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

13.13 Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Agency Information	Management Information Technology USA, Inc.
	d/b/a ChildPlus® Software, a Georgia Corporation 303 Perimeter Center North, Suite 400 Atlanta, GA 30346
Signature	**Signature** *Stacy Lewis*
Print Name	**Print Name** Stacy Lewis
Title	**Title** Director of Business Development
Date	**Date**