

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made and entered into as of July 22, 2022 ("Execution Date") to be effective as of July 22, 2022, as well ("Effective Date"), by and between Hopkins County, with offices at 128 Jefferson St, Suite D, Sulphur Springs TX 75483 ("Customer"), and Spindlemedia, Inc, a Texas corporation, whose offices are located at 1005 Long Prairie Rd, Suite 200, Flower Mound, Texas ("Provider").

1. Definitions.

1.1 "Documentation" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services.

1.2 "Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, or translate, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "Processing" and "Processed" have correlative meanings.

1.3 "Service Software" means the Provider software application or applications, any third-party or other software provided by Provider, and all new versions, updates, revisions, improvements and modifications of the foregoing.

1.4 "Specifications" means the specifications, criteria, requirements, features and functionality for the Services set forth in this Agreement, including as set forth in Schedules (defined below) attached hereto and incorporated herein.

1.5 "General Availability Use" or "GA" refers to the marketing phase when the Service Software is generally available for purchase or service through subscription.

1.6 "Beta Period Use" means a pre-release of the Service Software issued to Customer to try under real conditions after Provider has gone thru alpha testing inhouse. Additional design changes and/or modifications may be applicable during this period.

2. Scope of Services.

2.1 General. During the Term, Provider shall, in accordance with all terms and conditions set forth in this Agreement, provide to Customer and its Authorized Users the following: (a) access to the Service Software, as well as all necessary hosting, management and operation of the Service Software and other services in order to provide remote electronic access and use of the Service Software by Customer and its Authorized Users (as such term is defined below) ("Hosted Services") as further described in this Agreement and on all Schedules attached hereto or later executed by the parties as Service Orders or new, additional Schedules, all of which are incorporated herein by reference (each, a "Schedule," and collectively, "Schedules"); (b) hosting, maintenance and the Support Services (defined below) in connection with the availability, access and use of the Hosted Services as further described in this Agreement and on any Schedule; and (c) any such other services mutually agreed to by the parties and set forth in this Agreement (collectively, the "Services"). Provider shall be solely responsible, at its own cost and expense, for procuring, configuring, operating, supporting and maintaining all resources, facilities, equipment, communications, network infrastructure, devices, programs, operating, applications and other software, data, information and materials, whether owned, licensed or otherwise available or utilized, in order to effectively, fully and properly provide the Services hereunder (the "Provider Systems"). Any modifications or changes to the Services hereunder will be effective only if and when memorialized in a mutually agreed written change order or Schedule signed by both parties.

2.2 Subcontracting. Customer acknowledges that in the course of performing its obligations hereunder, Provider may desire or require the use of goods, services and assistance of subcontractors and/or other

suppliers (each, a "Subcontractor"). For the purposes of clarity, Subcontractor does not include any supplier of the Provider Systems. Provider may use Subcontractors so long as the following conditions are met: (a) Provider shall ensure each Provider Subcontractor complies with all relevant terms of this Agreement, including all provisions relating to Customer Data or other Confidential Information (as such term is defined herein) of Customer; (b) Provider shall remain primarily responsible for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services, and (ii) acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Provider; and (c) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Agreement will constitute Provider's responsibility.

3. License Grant and Restrictions.

3.1 Hosted Services License and Restrictions. Subject to the terms and conditions of this Agreement, Provider hereby grants to Customer (and its Authorized Users) a non-exclusive, non-transferable and non-sublicensable, right and license during the Term and such additional periods, if any, as Provider is required to perform Services under this Agreement, to: (a) access and use the Hosted Services for Customer's and its affiliates' respective internal business purposes (unless use by affiliates is limited in a particular Schedule), including for Processing Customer Data; and (b) prepare, reproduce, print, download and use as many copies of the Specifications and Documentation as are reasonably necessary for any use of the Services under this Agreement. The parties acknowledge and agree that Customer shall have the right to determine and designate who will have access and use the Services pursuant to this Agreement (collectively, "Authorized Users") through Customer's account under this Agreement. The number of Authorized Users included hereunder is set forth on Schedule(s). Customer shall not: (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except those authorized by Customer, and except as expressly permitted by this Agreement; (y) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable law, or (z) reverse engineer, decompile, disassemble or otherwise derive or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Hosted Services. The parties agree that Provider owns all right, title, and interest in and to the Hosted Services (including, but not limited to, the Service Software). Except as expressly provided in this Agreement, Provider does not grant (and expressly reserves) any rights, express or implied, or ownership in or to the Hosted Services. Provider shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Service Software any suggestions, enhancement requests, recommendations or other feedback Provider receives from Customer.

4. Availability of Hosted Services.

4.1 Availability Requirement. If Customer elects to obtain Hosted Services, Provider shall make the Hosted Services Available, during the Term and any additional periods during which Provider does or is required to perform any Hosted Services. "Available" means the Hosted Services are available and operable for access and use by Customer and its Authorized Users over the Internet in full conformity with this Agreement and any Specifications.