



## Software Rental and Services Agreement

This Agreement pertains to all Software Rental and Services that are accepted by the Customer via a specific QUOTE submitted by Data System Management, Inc.,(hereafter referred to as DSM), and any attached schedule of Software Rental and Services.

- 1 Software enhancements and upgrades that we offer to the existing software will be made available for no additional charge.
- 2 All programming and functionality added to DSM installed software as a result of Normal State Agency Mandated Changes governed by law and which the local government has to comply will be completed at no charge. **Custom programming, training and on-site installation charges, if required or requested, will be billed at DSM's prevailing hourly rates as per current DSM Fee Schedule.**
- 3 Prescribed changes, recommended by the State, but not mandated, are not covered by the software rental support agreement and optionally may be provided for an additional fee.
- 4 Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client. Data Correction services performed by DSM will be billed at DSM's prevailing rates. **Data is exclusively the property of the Customer and DSM retains no proprietary rights to the data.**
- 5 DSM will respond to any notification of a defective Program within twenty-four (24) hours of notice from Customer and provide reasonable attempts to fix the defect at no additional charge.
- 6 Customer agrees that all Programs are of a size, design, capacity and manufacture selected by them, and that they are satisfied that the Programs are suitable for their purposes. The Customer further accepts responsibility for the management and ongoing operations of the rental software programs. DSM makes no express warranties or representation, oral or written, nor shall it be deemed to have made any such express warranties or representations, as to the condition of or as to the quality or capacity of the Programs, or as to the material or workmanship in the Programs.
- 7 Customer acknowledges and agrees that the Programs are copyrighted and contain trade secrets and proprietary information owned by DSM. As an express condition of DSM's entering into this Agreement, Customer hereby agrees as follows:
  1. Customer shall not reverse engineer, copy, modify or distribute the Programs or any portion thereof;
  2. Customer shall take all reasonable steps to insure that the Programs, and the trade secrets and proprietary information contained therein, are not disclosed to any person other than Customer's employees, consultants or agents (if any) who have a need for access to the Programs in order to permit Customer to use the Programs as authorized herein;
  3. Customer shall not remove any copyright, trade secret or other proprietary protection legends or notices from the Programs.

Customer acknowledges that its breach of its covenants and obligations of this section shall cause irreparable harm and significant injury to DSM, which may be impossible to ascertain. Accordingly, Customer agrees that DSM shall have, in addition to any other rights and remedies available to it, the right to seek an immediate injunction enjoining any breach of this section, and Customer further agrees that DSM shall be entitled to recover reasonable attorney's fees and court costs expended in connection with any litigation initiated to enforce the provisions of this section. The covenants and obligations of Customer specified in this section shall survive the expiration or termination of this Agreement.



# Data Systems Management, Inc.



- 8 Without the prior written consent of DSM, Customer shall not sell, assign, license, pledge or otherwise transfer, whether voluntarily or by operation of law, any of its rights under this Agreement or in and to the Programs.
- 9 If any taxes, assessments or other governmental charges (including penalties and interest) are levied or assessed
  1. upon the interest of the Customer in the Programs or upon the use or operation thereof or on the earnings arising therefrom, or
  2. against DSM on account of its acquisition or ownership of the Programs or any part thereof, or the use or operation thereof, or the licensing thereof to Customer, or the fee herein provided for or the earnings arising therefrom, (exclusive, however, of any taxes based on net income of DSM);then Customer shall promptly pay all such taxes, assessments and charges so levied and assessed. Customer shall file, on behalf of DSM, all required tax returns and reports concerning the Programs with all appropriate governmental agencies, and within not more than forty-five (45) days after the due date of such filing shall send DSM's confirmation of such filing in form satisfactory to DSM.
- 10 Customer shall be in default under this Agreement upon the happening of any of the following events or conditions:
  1. Customer's failure to pay when due any rent or other amount due hereunder within thirty (45) days after the due date.
  2. Customer's default in performing any other term, covenant, or condition hereof or under any other agreement between DSM and Customer if such default is not cured within thirty (45) days after written notice thereof;
  3. Any warranty, representation or statement made or furnished to DSM by or on behalf of Customer proves to have been false in any material respect when made or furnished;
  4. Any event which results in the acceleration of the maturity of the indebtedness of Customer to others under any indenture agreement or undertaking;
  5. Loss, theft, damage, destruction, sale or encumbrance to or of any of the Programs, or the making of any levy, seizure or attachment thereof or thereon;
  6. Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of a part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency law by or against Customer.



# Data Systems Management, Inc.



- 11 DSM shall give Customer thirty (45) days written notice of any default before enforcing the remedies contained herein. Upon the expiration of the 45 days after such notice is given, DSM shall have the right to exercise any one or more of the following remedies:
1. declare due, sue for and recover all unpaid amounts due under this Agreement
  2. require Customer to promptly deliver all copies of Programs and Updates
  3. repossess Programs and Updates without notice or legal process or liability for trespass, using all force necessary and permitted by law.

The remedies specified herein are not intended to be exclusive. All rights and remedies specified herein are in addition to others conferred on DSM by law or equity. The remedies granted hereunder to DSM upon default of Customer shall be cumulative in nature and no waiver thereof shall act as a waiver of any subsequent default.

- 12 1. Modification and waiver. The waiver, amendment or modification of any right, power or remedy under this Agreement shall not be effective unless in writing and signed by an authorized representative of the party against whom enforcement of such waiver, amendment or modification is sought. No waiver of any breach or violation of this Agreement shall constitute a waiver of any other breach or violation of this Agreement, or of any other provisions hereof.

2. Governing Law. This Agreement is made in the State of Mississippi and is to be governed and construed in accordance with the laws of that state.

3. Severability. In the event that any provision of this Agreement shall be determined to be illegal or otherwise unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

4. Notices. Any notices or demands permitted or acquired to be given herein shall be deemed given when deposited in the United States mail, first class postage prepaid, at the addresses set forth in the attached Schedules, or to such other address as a party may hereafter substitute by written notice given in the manner prescribed in this section.

5. Attorney's fees. In the event that any action or proceeding is brought in connection with this Agreement, the prevailing party herein shall be entitled to recover its cost and reasonable attorney's fees following a final judgement.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
**Customer**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
**Data Systems Management, Inc.**



# Data Systems Management, Inc.

**DATA SYSTEMS MANAGEMENT, INC.  
FEE SCHEDULE  
October 1, 2024 - September 30, 2025**

1.	Custom Programming	\$ 145/hr
1.	Data Correction	\$ 145/hr
2.	Hardware Assistance	\$ 145/hr
3.	Training	\$ 145/hr
4.	Travel Time	\$145/hr

All programming services are a minimum of two hours.

All travel out of pocket expenses will be charged at IRS Standard Mileage Rate.