

SERVICES AGREEMENT

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THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 7th day of August, 2006 by and between Data Ventures, LLC, a Delaware limited liability company, having a principal place of business at 2100 Rexford Road, Suite 412, Charlotte, North Carolina 28211 ("Data Ventures"), and The Administrative Office of the State's [Company] a N.M. Governmental Entity [State of Formation] [Form of Entity] having a principal place of business at 1572 Pacheco St. STE A ("Client"). [Address]

RECITALS

WHEREAS, pursuant to that certain Case Management System Agreement between Data Ventures and the Third Judicial District Attorney's Office Staff or its Designees dated as of December 11, 2003 (the "Development Agreement"), Data Ventures developed and installed a scalable case management system ("CMS") for managing case-related data between the District Attorney offices statewide;

WHEREAS, pursuant to the terms and conditions of the Development Agreement, Data Ventures retained ownership of CMS and any subsequent work performed by Data Ventures in support of CMS and Client retained the right to develop CMS within New Mexico;

WHEREAS, Client has installed and is using and assumes ownership of CMS throughout its judicial districts in the State of Mexico; and

WHEREAS, Client now desires to have Data Ventures develop certain enhancements to CMS and to provide maintenance services for CMS, and Data Ventures desires to provide such enhancements and maintenance services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the aforesaid Statement of Purpose and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services to be Provided. During the term of this Agreement, Data Ventures agrees to provide the development and maintenance services specified on Exhibit A (the "Services"). Client agrees to cooperate with Data Ventures in every respect in order to enable Data Ventures to perform the Services. Unless otherwise specifically noted on Exhibit A, the parties acknowledge and agree that the Services set forth on Exhibit A are listed with particularity and are intended to describe the only Services to be provided pursuant to this Agreement. To the extent that any additional services are requested or required, the parties shall meet to discuss the fees, expenses, timetable and other aspects associated with the provision of such additional services and shall either amend this Agreement or enter into a new agreement as mutually agreed.

2. Deliverables and Timetable. Any work product to be delivered in association with performance of the Services, including without limitation any computer programs, software, images, photographs, artwork, writings, documents, abstracts and summaries thereof, or any portions or components of the foregoing, to be created, written, developed, or made by Data Ventures pursuant to this Agreement (collectively, the "Deliverables"), shall be set forth on Exhibit A. The timetable for delivery of the Deliverables shall also be set forth on Exhibit A.

3. Client Materials. Client will provide, in an agreed upon format, all data and related materials and information necessary to enable Data Ventures to perform the Services, including any materials and information listed in Exhibit A (collectively, the "Client Materials").

4. Personnel. Data Ventures agrees to provide such personnel as are necessary to fully perform the Services (the "Personnel"). Such Personnel may be employees of Data Ventures or independent contractors engaged by Data Ventures to perform the Services. Client acknowledges and agrees that at any time, and from time to time during the term of this Agreement, Data Ventures shall have the right to temporarily reassign Personnel to other clients of Data Ventures in order to accommodate particular needs of Data Ventures.

5. Fees. In consideration for the Services to be performed for Client by Data Ventures, Client agrees to promptly and fully pay the fees set forth on Exhibit A (the "Fees") in accordance with the provisions set forth on Exhibit A. All Fees are net amounts to be received by Data Ventures, exclusive of all taxes, duties and assessments, except for taxes based on the net income of Data Ventures. In the event of termination for any reason, Client shall pay Data Ventures all fees attributable to Services rendered by Data Ventures through the termination date.

6. Expenses. Unless otherwise explicitly set forth in Exhibit A, Client agrees on demand to pay to Data Ventures, or reimburse Data Ventures for, all reasonable out-of-pocket expenses associated with performance of the Services, including without limitation expenses incurred by Data Ventures for travel, lodging, meals, telephone, shipping and duplicating. In the event of termination for any reason, Client shall pay Data Ventures all expenses attributable to Services rendered by Data Ventures through the termination date.

7. Data Ventures' Representations, Warranties and Covenants. Data Ventures warrants and covenants that (a) Data Ventures has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, (b) this Agreement has been duly and validly executed and delivered by Data Ventures and constitutes the valid and binding agreement of Data Ventures, enforceable against Data Ventures in accordance with its terms, and (c) the Deliverables, when delivered to Client, shall substantially conform to the description of the Deliverables set forth in Exhibit A. Notwithstanding the foregoing, Client's sole and exclusive remedy for a breach of the warranties contained in this Section shall be that Data Ventures, at its sole discretion, shall either (i) make reasonable efforts to repair or correct the non-complying Deliverable or (ii) refund the fees paid by Client for the non-complying Deliverable, in which case the Client shall cease use of the non-complying Deliverable and return all copies of the non-complying Deliverable to the Data Ventures. EXCEPT AS PROVIDED IN THIS SECTION, DATA VENTURES DOES NOT MAKE ANY

EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES PROVIDED UNDER THIS AGREEMENT, AND DATA VENTURES EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES NOT MADE IN THIS SECTION, INCLUDING BUT NOT LIMITED TO TITLE, NON-INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, DATA VENTURES DOES NOT WARRANT THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Client Representations, Warranties and Covenants. Client represents, warrants and covenants that (a) Client either has sole, exclusive rights and title to the Client Materials or the right to license or sublicense the Client Materials and the right to disclose the Client Materials for the purposes contemplated herein, (b) the Client Materials do not and will not infringe upon or violate any patent, copyright, moral right, publicity, privacy, trademark, trade secret or other proprietary or intellectual property rights of any third party, (c) the Client Materials shall be accurate and complete in all material respects, and (d) the Client Materials do not and will not violate any state or federal law or regulation when incorporated into the Deliverables as desired by the Client. Data Ventures reserves the right not to incorporate into the Deliverables any Client Materials deemed by Data Ventures in its reasonable discretion to be threatening, obscene, pornographic, defamatory, illegal, or otherwise reasonably likely to expose Data Ventures to criminal or civil liability.

9. Indemnity. Client agrees to defend, indemnify, and hold harmless Data Ventures, its principals, directors, officers, members, employees and agents (collectively, "Indemnified Parties") from and against any and all liabilities, penalties, claims, demands, suits and causes of action of any nature whatsoever, whether groundless or otherwise, and any and all damages, costs and expenses sustained or incurred (including cost of defense, settlement and reasonable attorneys' fees) which such Indemnified Parties may incur arising out of, relating to, or concerning (a) any material breach of the terms of this Agreement by Client, including any representation, warranty or covenant; (b) the negligent, dishonest or willful acts or omissions of Client, its employees, contractors, consultants, agents or representatives; or (c) Client's use of the Deliverables.

10. Limitation of Liability. Data Ventures shall not be liable to Client for any delay or failure by Data Ventures to perform the Services if such delay or failure arises from actions or inactions of the Client or from any cause or causes beyond the reasonable control of Data Ventures. FURTHER, DATA VENTURES SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM LOST PROFITS, LOST SAVINGS OR LOSS OF ANTICIPATED BENEFITS) ARISING, OR ALLEGED TO ARISE, IN CONNECTION WITH THIS AGREEMENT, EVEN IF DATA VENTURES HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DATA VENTURES' AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT, WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THIS AGREEMENT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CLIENT TO DATA VENTURES AND RETAINED BY DATA VENTURES.

11. Solicitation of Personnel or Employees. Each party agrees that during the term of this Agreement and for a period of one hundred eighty (180) days following the termination date of this Agreement, that party will not, without the prior written consent of the other party, solicit, hire, contract with, or engage the services of, any employee of the other party with whom that party has interacted in conjunction with this Agreement.

12. Confidential Information. Both parties shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research and development, pricing, or the terms of this Agreement ("Confidential Information") and each agrees to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes publicly known through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, or (c) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party. Upon the expiration or termination of this Agreement, both parties agree to return respective to each other all such Confidential Information. Breach of confidentiality may cause irreparable damage, and therefore, the injured party shall have the right to equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use.

13. Proprietary Rights, Licenses and Restrictions.

(a) Client Materials. As between Data Ventures and Client, Client shall own all rights, title, and interests in and to the Client Materials, including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights therein. Client hereby grants Data Ventures a non-exclusive, worldwide, irrevocable, transferable, royalty-free paid-up license during the term of this Agreement to copy, execute, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use the Client Materials as necessary to render the Services to Client under this Agreement.

(b) Deliverables. Upon full payment by Client of all fees and expenses to be paid to Data Ventures under this Agreement (other than Maintenance Services Fees pursuant to Exhibit A), Data Ventures assigns its ownership of all United States and international copyrights in all applicable Deliverables created by Data Ventures during performance of the Services, and after full payment Client shall have the right to obtain and hold in its own name all United States and foreign copyright registrations available for such Deliverables created by Data Ventures for the Client. If full payment of any outstanding fees and expenses have not been received by Data Ventures within thirty (30) days after such fees and expenses are due in accordance with the provisions set forth in this Agreement and on Exhibit A, then Client shall not use, display, perform, modify, implement, execute, distribute, transmit, copy, make derivative works from, or deploy any of the Deliverables without the prior written consent of Data Ventures. Client hereby grants Data Ventures a non-exclusive, worldwide, irrevocable, transferable, royalty-free paid-up license to (i) use, copy, execute, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform and

display the Deliverables; and (ii) authorize or sublicense others from time to time to do any or all of the foregoing.

(c) CMS. For the avoidance of doubt, the parties acknowledge and agree that their respective rights in and to CMS shall not be affected by this Agreement. The parties' rights in and to CMS shall be as set forth in the terms and conditions of the Development Agreement.

14. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect for one year from the start date unless terminated as provided for in this Section 14. This Agreement will be re-evaluated on an annual basis.

(b) Termination For Cause. If one party defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, the non-defaulting party shall have the right to terminate this Agreement effective on the date thirty (30) days after the date of written notice to the defaulting party of the non-defaulting party's intention to terminate this Agreement if such default is not cured to the non-defaulting party's satisfaction within such thirty (30) day period. In the event of any such termination, the non-defaulting party shall be entitled (i) to pursue such remedies as are available to it in law or in equity and (ii) to recover from the defaulting party reasonable attorneys' fees incurred by the non-defaulting party in conjunction with the same.

15. Relationship of the Parties. Data Ventures and Client acknowledge and agree that the relationship between Data Ventures and Client hereunder shall be that of independent contractor, and nothing contained herein shall be construed or interpreted as creating any other relationship between the parties including, but not limited to, employer/employee, principal/agent, partnership, or joint venture. Neither party shall have the right, or be permitted to represent itself as having the right, to bind or obligate the other party in any manner whatsoever.

16. Use of Client Name. Client hereby acknowledges and consents to the use by Data Ventures of Client's name in advertising and marketing programs conducted by or on behalf of Data Ventures. In the event that Client desires to withdraw such consent, Client may do so at any time by notifying Data Ventures of the same in writing, effective thirty (30) days following such notice.

17. Assignment. A party to this Agreement shall not assign or transfer its rights, duties or obligations hereunder unless the other party hereto consents to such assignment in writing prior to any such assignment; provided, however, Data Ventures may hire subcontractors to perform any of the Services without obtaining the consent of Client.

18. Notices. All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail, first class, postage prepaid, addressed to the party to whom such notice is being given at the address set forth in this Agreement. A party may change the address to which such

notices shall be given by notifying the other party in accordance with this Section 18 of such change of address.

19. Severability. Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

20. Governing Law. This Agreement shall be deemed to have been made and entered into in the State of North Carolina, and the construction, validity and enforceability of this Agreement shall be governed by the internal laws of the State of North Carolina, without regard to conflict of laws principals.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are merged herein.

22. Amendments. Any modification or amendment of any provision of this Agreement must be made in writing and signed by an authorized representative of each party. An amendment may be made as of an effective date specified therein, notwithstanding the actual date of execution of the amendment.

23. Consent and Waiver. No consent to or waiver of any provision of this Agreement shall be deemed a consent to or waiver of any other provision hereof, whether or not similar, or a continuing consent or waiver unless otherwise specifically provided.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

25. Survival. Those provisions that would require survival in order to give them full force and effect, including without limitation Sections 7-12, 13(b) and 18-25 shall survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Data Ventures and Client have caused this Agreement to be signed by their respective duly authorized representatives, all as of the day and year first above written.

"Data Ventures"

Data Ventures, LLC

By: Robert B. Hannah
Name: Robert B. Hannah
Title: Managing Director

"Client"

Administrative office of the D.A.

By: A.O.D.A.
Name: Danely L. Lector
Title: Director

EXHIBIT A

Services

The Services to be performed by Data Ventures are as follows:

- A. Develop modifications to CMS as follows (collectively, the "Modifications"):
 - 1. Merge the Albuquerque database to centralize the Client's cases.
 - 2. Fix PPD display problems (i.e., cutting off of the right side of tables).
 - 3. Fix probation revocation cases (i.e., probation revocation case stages).

- B. Develop the enhancements to CMS listed in Schedule 1 to this Exhibit A and as mutually agreed by the parties (collectively, the "Enhancements").

- C. Perform the maintenance services listed in Schedule 2 to this Exhibit A (collectively, the "Maintenance Services").

Deliverables, Timetable and Acceptance Procedures

The Deliverables to be delivered to Client pursuant to Exhibit A are as follows:

Deliverables	Estimated Delivery Date	Acceptance Procedure
Modifications		All Modifications shall be deemed accepted by Client upon delivery to Client.
Enhancements		All Enhancements shall be deemed accepted by Client upon delivery to Client.

Client Materials

The Client Materials to be provided to Data Ventures pursuant to this Exhibit A are as follows:

Client caseload files.

Fees

Fees due and payable to Data Ventures from Client pursuant to this Exhibit A shall be:

A. Fees.

1. **Modifications:** Included in the Maintenance Services Fees.
2. **Enhancements:** Fees for Enhancements shall be billed on a time and materials basis at an hourly rate of \$250 per hour. The contracted budget for Data Ventures to develop the Enhancements is \$50,000 per year (i.e., 200 hours for Enhancement development). Enhancement fees will be billed in the month they occur.
3. **Maintenance Services:** \$16,667 per month (i.e., \$200,000 over the course of this Agreement)

B. Payment Terms. Data Ventures will submit to Client a statement for Services rendered pursuant to this Exhibit A. Such statement shall set forth the total fee due and payable to Data Ventures with respect to such Services and any expenses or costs to be reimbursed by Client pursuant to Section 6 of this Agreement. Payment in full of the fees and expenses specified in such statement shall be due and payable upon receipt of the statement. If such statement is not promptly paid in full, Client shall pay to Data Ventures on demand (i) interest on the unpaid balance computed on a daily basis from the date of the statement at a rate equal to the lesser of 1.5% per month or the highest rate permissible under applicable law and (ii) all expenses and costs (including reasonable attorneys' fees) incurred by Data Ventures in collecting any amounts hereunder. Client agrees to pay on demand of Data Ventures any and all Federal, state, county or local sales, use, excise, service or other similar or related taxes imposed on Data Ventures with respect to the Services.

Expenses

Client shall pay (or reimburse Data Ventures for) the following expenses:

[Only include this section if Client intends to cover particular expenses.]

SCHEDULE 1

Requested Enhancements (as of July 1, 2006)

Priority	Category	Reporter	Time Est. (hrs)	Est. Cost	Summary	Description
1	PHP	janettah	2	\$500	Re-assign cases tool	When cases are re-assigned using the tool, a list of DA case numbers displays. Could you add the name of the defendant name, DistDock, MagDock, New Personnel (screener, prosecutor or PPD)?
2	PHP	janettah	2	\$500	Required note when Reason code - Judge dismissed because and Prosecutor dismissed because . . .	When the top two reason codes are listed, please require that the user enter a note explaining.
3	Manage Charges	HeatherP	2	\$500	Charging doc for probation violation	When I use the copy case function to open a probation violation, the charging document on each charge shows whatever the original case showed and I have to go in manually and change each one. Is there a way to have the charging document read petition to r
4	Manage Charges	janettah	2	\$500	Inform the CMS Workgroup of the ramifications of . . .	could we manage the charge document in a similar way to the way we manage victims? Sometimes we need to change all of the charge documents to something else, sometimes we need to change all but a few . . . CMS Workgroup meeting on 5/2/06 jbh
5	Home Page	svaldez	2	\$500	Would like a Section for Outstanding Warrants on Home Page	Would like to see a separated section for outstanding warrants on the home page (example - just like the one for expiring time limits and open cases)
6	Security	janettah	2	\$500	Allow Office Administrators to edit notes within their district	The WebCMS Workgroup decided that it would be beneficial if each office administrator in each district could edit or delete

						all notes for cases within their district. But, then the office administrator's name should be displayed next to the note. However,
7	SP	janettah	2	\$500	Rap Sheet - remove column for completed date and notes - insert DA # between view and Court #	On the Rap sheet, please change the view. Remove the column for completed date and notes. Insert column for DA# at the beginning, immediately after the view icon, before the Court number
8	SP	janettah	4	\$1,000	When a trial is entered in either the Trial Dates Table or the Events Table it should appear in the other	Right now we're double entering - However, if entry in one table could populate both, it would save us considerable time.
9	SP	janettah	2	\$500	When case class is PRP, charges not listed - read probation violation only - on Rap Sheet	When the case class is PRP, please do not display the charges on the Rap Sheet - instead display one line that lists the charge as probation violation.
10	Sentencing	janettah	8	\$2,000	Create Mechanism to Rank cases (just like charges on sentencing screen)	We need a way to rank cases (i.e. show that cases are concurrent with or consecutive to each other). A mechanism similar to the one used to rank charges on the sentencing screen would be perfect.
11	Database Changes	janettah	8	\$2,000	Inform the CMS Workgroup of the ramifications . . .	how hard would it be to assign multiple "positions" to DA employees. For instance, an investigator that is also the PPD officer. CMS Workgroup meeting on 5/2/06 jbh
12	Database Changes	BrandyT	4	\$1,000	No Drop-down Menu for Race and Height	In the defendant info screen, there is no drop-down menu for the race, like it says in the manual. Need Height also . . .
13	Manage Charges	BrandyT	2	\$500	Automatic Entry of Disposition on completions	On 03-27-2006, the CMS workgroup decided that when a PU or PP disposition code is entered on count 1, that disposition and disposition date should be copied to all other counts in that

						case.
14	Manage Charges	BrandyT	4	\$1,000	Entering GL from the Manage Charges Link doesn't prompt for the lesser charge code	When GL is entered in the Manage Charges link you should also be able to add lesser charge code, but the prompt isn't coming up. To enter the lesser charge code, you have to edit the charge from the charge screen. - Also for alternate charges . . .
15	PHP	BrandyT	4	\$1,000	Contact Info for Deceased Victims	When we have a victim that is deceased, we send notices, subpoenas, etc. to the their next of kin to come for hearings, trials, sentencings, etc., but they are often not witnesses of the crime itself. If at all possible to add a relationships link to the
16	PHP	carolinen	8	\$2,000	Documents attached reviewed statewide	We attach all closure orders to our case in WebCMS Main. Our local office are the only ones to view our PDF orders that are saved in our network g:\drive. Other state agencies can see only the path save in WebCMS, but can not see the document. Example: In

\$14,500

SCHEDULE 2

Maintenance Services

- A. **Maintenance Services.** Upon the payment of the annual Maintenance Services Fees set forth in Schedule 1, Data Ventures shall provide the maintenance services set forth below.
1. **Ensure all features function as specified through the Modifications release specified in this Agreement (i.e., all "bugs" corrected and "patches" supplied in a prompt manner).**
 2. **Data integrity support.**
 3. **Software maintenance (i.e., software backup for CMS and log file trimming).**
 4. **Updating database servers to address changes in network configuration and ensuring changes do not affect user access.**
 5. **Telephone support provided during New Mexico business hours of 9:00 a.m. – 17:00 a.m. MST.**
 6. **Delivery of new scheduled releases as such releases are made by Data Ventures. "Super User" training support shall be included.**
 7. **Training for Client's IT staff.**
- B. **Data Ventures may terminate Maintenance Services at the end of the initial maintenance term or any renewal maintenance term by giving notice to Client at least sixty (60) days prior to the end of the initial maintenance term or any such renewal maintenance term.**