

Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (“**Agreement**”) made and entered into this 15th day of November, 2022, (“**Effective Date**”) by and between **Advent Financial Systems, LLC, a Kentucky limited liability company**, 400 Ring Road, Suite 162, Elizabethtown, Kentucky 42701 (“**Advent**”), and Arapahoe County, on behalf of the Sheriff’s Office, whose address is 13101 E. Broncos Pkwy., Centennial, CO 80015 (“**Subscriber**”).

WHEREAS, Advent owns and maintains a program designed to aid Detention Centers with billing and providing convenient payment channels called “Pay My Jailer” (the “**Services**”).

WHEREAS, the Pay My Jailer program is available online; and

WHEREAS, the Subscriber desires to subscribe to and avail itself of the Pay My Jailer program for a fee.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, the parties agree as follows:

1. License Grant & Restrictions

Advent hereby grants to Subscriber a non-exclusive, non-transferable, right to use the Service, solely for the Subscriber’s internal business purposes, subject to the terms and conditions of this Agreement. Advent and its licensors reserve all rights not expressly granted to Subscriber.

Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any of its content in any way; (ii) modify or make derivative works based upon the Service or its content; (iii) create Internet "links" to the Service or "frame or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. The Subscriber will be authorized to grant user (“**User**”) licenses to employees and authorized personnel, the number of which is established in Exhibit A. Such User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Subscriber may use the Service only for its internal purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts,

agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Fees

Subscriber shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms set out on Exhibit A, which is attached hereto and made a part of this Agreement. Advent reserves the right to modify its fees and charges and to introduce new charges at any time, upon no less than thirty (30) days prior notice to Subscriber, which notice may be provided by e-mail. Subscriber shall have the right to terminate this Agreement in the event of an increase in fees and charges by giving Advent thirty (30) days written notice. All fees, charges and billing terms are confidential, and Subscriber will not disclose same to any third party, except to its accountants for audit purposes or as may be required to be disclosed to any authorized regulatory agency or as required by law.

3. Privacy & Security; Disclosure

Advent Financial Systems respects your privacy. Advent utilizes RSA 2048 bit encryption and maintains a secure socket layer (SSL) certificate to protect the integrity of Subscriber information. Information may be released when legally required or permitted in connection with litigation, fraud investigation, or in affiliation with business sales or purchases. Advent reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Advent will notify all users of the Service, via e-mail, of important announcements regarding the operation of the Service. Subscriber agrees that Advent can disclose that Subscriber uses the Service and can disclose which edition of the Service that Subscriber is currently using.

4. Subscriber's Responsibilities

When a detainee is released and full payment is not collected at the time of release, Subscriber agrees to provide Advent with Subscriber's former detainee account information. Subscriber agrees to assess a fee to the former detainee equal to Advent's administrative fee that can be found on Exhibit A. Once an item is assigned to Advent, Subscriber shall not enter into any payment arrangement or settlement regarding such account without written consent from Advent unless the former detainee re-enters the facility, due to re-arrest, and the Subscriber is able to recover funds found on their person. In the event a former detainee, without re-arrest, pays directly to Subscriber funds on account of an item that has been assigned to Advent, Subscriber shall submit to Advent those portions of funds recovered that represent Advent's fee.

5. Account Information and Data

Subscriber shall have sole responsibility for the accuracy of any data, information or material that Subscriber submits to the Service in the course of using the Service ("Customer Data"). Subscriber shall be further responsible for the quality, integrity, legality, reliability,

appropriateness, and intellectual property ownership or right to use such Customer Data. Advent shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon written request by Subscriber, Advent will provide to Subscriber on an annual basis, all Customer Data in electronic format. In the event this Agreement is terminated (other than by reason of Subscriber's breach), Advent will make available to Subscriber a file of the Customer Data within thirty (30) days of termination if the Subscriber so requests at the time of termination.

6. Intellectual Property Ownership

Advent (and its licensors, where applicable) shall own all right, title and interest, in and to all copyrights, trademarks, tradenames, patents and all rights related thereto (collectively the "Intellectual Property Rights"), in and to Advent's technology, the content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Service. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Service, Advent's technology or the Intellectual Property Rights owned by Advent. The Advent name, the Advent logo, and the product names associated with the Service are trademarks of Advent or third parties, and no right or license is granted to use them.

7. Non-Payment and Suspension

Advent reserves the right to suspend or terminate this Agreement and Subscriber's access to the Service if Subscriber's account is delinquent for more than thirty (30) days. Subscriber will continue to be charged for the license during any period of suspension. If Subscriber or Advent initiates termination of this Agreement, Subscriber will be obligated to promptly pay the balance due on the Subscriber's account computed pursuant to Section 2 above. Advent does not have the right to withhold or set off any funds held by Advent which have been collected for the benefit of a detention center under the Pay My Jailer program.

Advent reserves the right to impose a reconnection fee in the event Subscriber is suspended and thereafter requests access to the Service. Customer Data shall be retained by Advent for six (6) months following a termination of this Agreement for any reason.

8. Term

This Agreement and the License granted under it shall begin October 1, 2022 and end September 30, 2023, and shall continue thereafter for one year terms unless one party notifies the other of its intention not to renew no later than 90 days prior to the expiration of the then-current term. After the initial term, either party may terminate this Agreement by providing a thirty (30) day written notice of its intention to do so to the other party. In the event this Agreement is terminated without cause, Advent will make available to Subscriber a file of the Customer Data within thirty (30) days of termination if Subscriber so requests at the date of termination.

9. Termination for Cause

During the term of this Agreement, any breach of Subscriber's payment obligations or unauthorized use of Advent's technology or Service will be deemed a material breach of this Agreement. During the term of this Agreement, Subscriber agrees to not contract with another company to perform the recovery services that Advent offers. Advent, in its sole discretion, may terminate Subscriber's use of the Service if Subscriber breaches or otherwise fails to comply with this Agreement. Subscriber agrees and acknowledges that Advent has no obligation to retain the Customer Data if Subscriber has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within thirty (30) days of notice of such breach. However, in the event of such breach by the Subscriber, the Subscriber shall have the right of access to such Customer Data for the six (6) month period following the termination of this Agreement by Advent.

If Subscriber determines that Advent has breached this Agreement by reason of its failure to perform the Service as herein provided, and if Advent fails to cure such breach within thirty (30) days following written notice from Subscriber describing such breach, the Subscriber shall have the right to terminate this Agreement for cause. Advent acknowledges that the information provided to Advent is sensitive and confidential and that employees of Advent who have access to the Subscriber's information must meet high standards of honesty and integrity. Advent grants to the Subscriber the right to examine the personnel records of the employees of Advent as may be reasonably requested by the Subscriber on the condition that the Subscriber maintains the confidentiality of such records.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Advent represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Advent help documentation under normal use and circumstances. Advent represents that it bonded with a good and reliable insurance company for coverage up to \$150,000. Subscriber represents and warrants that Subscriber has not falsely identified itself nor provided any false information to gain access to the Service and that the billing information is correct.

11. Internet Delays

Advent's Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Advent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

12. Governing Law; Remedies

This Agreement has been executed in the State of Colorado and this Agreement shall be governed by Colorado law and controlling United States federal law, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Arapahoe County Court, Colorado.

13. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Subscriber and its users acknowledge and agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated National or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Subscriber agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

14. Modification to Terms

Advent reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. Subscriber is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Subscriber's consent to such changes.

15. Assignment; Change in Control

This Agreement may be assigned by the Subscriber to a successor or other Subscriber upon written consent of Advent. This Agreement may not be assigned by Advent without the written consent of the Subscriber.

16. Miscellaneous

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

No joint venture, partnership, employment, or agency relationship exists between Subscriber and Advent as a result of this agreement or use of the Service. The failure of Advent to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Advent in writing.

This Agreement comprises the entire agreement between you and Advent and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Witness, the signatures of the undersigned as of the Effective Date.

ADVENT:

SUBSCRIBER:

By:

By: _____

President, adventfs.com

Title

Title

Date

Date