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Memorandum of Understanding ("MOU")

Between

Avenu Insights & Analytics

and

Second Judicial District Court, State of Nevada, Washoe County

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Second Judicial District Court, State of Nevada, Washoe County ("**Court**") and **Avenu Insights & Analytics** ("**Avenu**") to pursue their mutual interests to research, analyze, evaluate, design, develop and implement technology and analytically based solutions relating to the administration of justice in Some County, ST in particular and the nation and worldwide justice community in general.

BACKGROUND

Avenu has and will continue to design, develop, market, sell and implement technological solutions and establish technology related initiatives designed to improve the administration of justice, nation and worldwide.

The Court has in the past and has indicated its willingness to continue in the future to assist Avenu and be a **test bed of innovation** in order to achieve more effective and efficient operations re the administration of justice and thereby improve the lives of its community and constituents.

In addition, both Avenu and the Court wish to **showcase the Court** as a vibrant, innovative and forward thinking organization with respect to analyzing, evaluating and implementing technologies, methods and technological models for use across the country and around the world.

PURPOSE

The primary purpose of this MOU is to assist in the effective communication and coordination necessary to cooperatively work towards the design, development and implementation of technology solutions relating to the more effective and efficient administration of justice.

This MOU does not represent a commitment on behalf of either party to pursue specific initiatives, projects and/or results. Future initiatives, projects and/or results may require subsequent agreements between the parties.

A secondary purpose of this MOU is to enable the parties to define, promote and mutually pursue communications with other interested parties to in order to gather, share and expand knowledge within the nation and worldwide justice community. That is, both parties strive to showcase the results of the cooperative efforts carried out via this MOU with the justice community at large.

PROCESS

The PURPOSE of this MOU will be accomplished via the following PROCESS:

1. The Court and Avenu will designate "LEAD" persons on behalf of their organizations re the MOU.
2. The Court and Avenu will cooperate to schedule a "Kick-Off" meeting.
3. The Court and Avenu will continually cooperate to schedule additional meetings, as deemed appropriate by both, in order to facilitate the exchange of information, ideas, results, etc.
4. The Court will provide any/all technology related infrastructure required by any/all "proof of concept" ("POC") software that Avenu may, from time to time, at Avenus' sole discretion, provide the Court. The Court may, at its discretion, choose not to receive any/all such POC software.
5. If the Court chooses to accept POC software, the Court will execute any necessary agreements relating to such software, e.g. a NDA, License Agreement, etc., prior to its receipt of said software.
6. The Court and Avenu agree that certain aspects of this cooperative initiative may require confidentiality which is not merely, directly, related to the POC software. Therefore, both the Court and Avenu agree to make every effort to cooperate in maintaining confidentiality re any/all confidentiality concerns expressed by the other.
7. The Court assures Avenu that it is its intention to eventually acquire the technology product(s) which Avenu develops and markets based on efforts relating to this MOU.
8. Avenu assures the Court that it will license the POC software to the Court as an enhancement to and replacement of the Court's existing legacy software (i.e. Avenu's "Contexte" and related software, including but not limited to, "Justice Portal" and any other plug-ins – such as e-filing) at no additional "licensing" cost to the Court... at such time as Avenu, in its sole discretion, deems the POC software to be in "general release" and therefore ready for use in a production environment... providing that the Court's TCP (i.e. maintenance and support) contract term is active for a period of no less than five (5) years, effective July 1, 2019. In addition, Avenu will maintain the FY19 TCP fee schedule, except for an annual escalation not to exceed the rate of five percent (5%), year -over-year, during the period of this agreement and the first five (5) years following the Court's first production use of the POC Software.

FUNDING

This MOU is not a commitment of funds to either party on behalf of the other party.

DURATION

This MOU is "at-will" and may be modified by mutual consent of authorized officials from both parties or may be terminated by either party at any time. This MOU shall become effective upon signature by the appropriate parties representing the Court and Avenu.

EXECUTION



Date: 5-31-19

Jackie Bryant
Court Administrator and Clerk of Court
Second Judicial District Court, State of Nevada, Washoe County



Date: 6/11/19

Louis Schiavone, Jr. *Michael Melka*
Vice President *CFO*
Avenu Insights & Analytics ("Avenu")