

Source Code, Information Escrow Agreement

The Undersigned parties:

Commonwealth Informatics, having its place of business at 303 Wyman Street, Suite 300, Waltham, MA 02451, United States, for the purpose hereof represented by the undersigned legal representative, hereinafter referred to as "Depositor".

Tarrant County, having its place of business at 100 E Weatherford St, 76196 Fort Worth, Texas, United States, for the purpose hereof represented by the undersigned legal representative, hereinafter referred to as "Beneficiary".

Resolve Tech Solutions, having its place of business Suite 1103, 15851 N Dallas Pkwy, Addison, 75001, Texas, United States, for the purpose hereof represented by the undersigned legal representative, hereinafter referred to as "Facilitator";

Codekeeper BV, having its place of business at World Trade Center - The Hague, Prinses Margrietplantsoen 33, 2595 AM The Hague, The Netherlands, for the purpose hereof represented by D. de Wit, hereinafter referred to as 'Escrow Agent'.

Whereas:

- I. Depositor has direct or indirect rights to Source Code, Information of a computer program ("Product").

Depositor has agreed to put the Source Code, Information of the Product under escrow to serve as continuity protection for the Beneficiary of this escrow;

- II. The Source Code, Information of the Product and all related Technical Documentation are open source, distributed under the GNU AFFERO GPL, downloadable from gitlab.com at any time and are not confidential. Copyright is held by the State of Utah and Kansas;

- III. The Source Code, Information of the Product and the Technical Documentation relating to it are not required for the general use of the Product under the terms of the Development Agreement, but are required for a proper understanding, maintenance, amendment and correction of the Product;
- IV. Depositor acknowledges that Beneficiary under certain circumstances and exclusively for Continuity Purposes may require access to the Source Code, Information of the Product and all related Technical Documentation;
- V. Depositor agrees to deposit on behalf of the Beneficiary, the Material, containing the Source Code, Information of the Product and related Technical Documentation, in escrow with Escrow Agent under the conditions specified herein;

Now, therefore, the parties hereby agree to the following:

ARTICLE 1 - DEFINITIONS

Any interpretation of any word and/or term and/or provision of this agreement shall be limited to the definition and meaning set out hereinafter:

(Escrow) Agreement: this Tripartite Escrow Agreement between Depositor, Escrow Agent and Beneficiary;

Beneficiary: a beneficiary in the form of a person, an institution, a corporation or other legal body or entity to whom a Depositor has given permission to use the Product and to whom Escrow Agent has issued an Escrow Certificate;

Continuity Purposes:	the use of the Material strictly and solely for the purpose of using, maintaining, correcting, modifying and/or extension of the Product with due observance of the copyright and confidentiality clauses of the Development Agreement between Depositor and Beneficiary;
Depositor:	supplier in the form of a person, an institution, a corporation or other legal body or entity who through means of a Development Agreement exercises the right to issue the usage rights of its Product either directly or through a distributor;
Escrow Confirmation:	a confirmation issued by Escrow Agent to the Facilitator confirming deposit of the Material by Depositor pursuant to the terms and conditions of this Agreement;
Escrow Portal:	A secured website, platform and/or application, only accessible via a personal username and password, provided by Escrow Agent and maintained by Escrow Agent as part of its services and standard procedures whereby parties can obtain specific information and access to details pertaining their Escrow Agreement;
Facilitator:	An independent third party, serving as a facilitator, and acts as an intermediary between the Depositor and the Beneficiary in the escrow process.
Integrations:	The secure vault option offered by the Escrow Agent;
Development Agreement:	the Development agreement by and between Depositor and Beneficiary concerning the Product;

Maintenance Obligations:	the conditions set out in the Development and/or Maintenance Agreement under which Depositor has agreed to maintain the Product;
Material:	<p>I the Source Code, Information of the Product;</p> <p>II all alterations, updates and/or corrections of the Product, which are made available to Beneficiary within the scope of Depositor's release policy; and</p> <p>III all Technical Documentation, relevant and necessary for the maintenance of the Product;</p>
Medium:	The Depositor's storage medium in which the Material and all its updates are stored;
Product:	the program product(s) licensed to Beneficiary under the Development Agreement, which form the subject of this escrow arrangement;
Subscriber:	any party who subscribes to Escrow Agent's services on Escrow Agent's website, for the purpose of this Agreement referring to Facilitator;
Technical Documentation:	the technical documentation required to enable Beneficiary to maintain, amend, correct and/or modify the Source Code, Information of the Product;

Release Event:	the occurrence of an event described in this Agreement which triggers the release of the Material to Beneficiary;
Release Processing:	the process through which Escrow Agent verifies if the release conditions agreed upon in this Agreement have been met and the release of the Material to the Beneficiary.
Source Code:	the computer programming code of the Product in human readable format, including all documentation and instructions necessary to maintain, interpret, compile and install;
Information:	the particulars and content of the Product in human readable format, including all documentation and instructions necessary to maintain, interpret, compile and install;

ARTICLE 2 – DEPOSIT

2.1 Depositor shall provide access to the Medium, containing the Material, to Escrow Agent within thirty (30) calendar days after the Agreement has come into effect, and maintain such access. This will be done by using any of the supported Integrations of the Escrow Agent to provide access to the Medium. All Material the Escrow Agent has access to will automatically become part of the Material. Escrow Agent shall take deposit of the Material and store it on Escrow Agent's secure deposit storage infrastructure.

2.2 Depositor shall provide access according to Clause 2.1 to each alteration of the Product within thirty (30) calendar days of having made such alteration available to Beneficiary within the scope of its release policy under the Development Agreement.

2.3 Escrow Agent will confirm the first deposit of the Material to Depositor and Beneficiary in writing via email. If Depositor does not receive the confirmation of deposit prior to or within thirty (30) calendar days after operational implementation, Depositor shall immediately notify Escrow Agent in writing.

2.4 Escrow Agent shall hold at least the three (3) latest deposits of the Material for the term of this Agreement. Older Material, prior to the three (3) latest deposits, shall automatically and irreversibly be destroyed by Escrow Agent unless agreed otherwise in this Agreement.

2.5 Escrow Agent shall make no use of the Material other than it is entitled to pursuant to this Agreement.

2.6 Provision of access to the Medium referred to under Clause 2.1 and Clause 2.2 above shall not entail a transfer to Escrow Agent of any intellectual property rights of the Material. These intellectual property rights shall at all times remain vested in Depositor or such other entity as may be determined from time-to-time by Depositor.

2.7 Depositor hereby confirms and grants Escrow Agent the right to:

- Connect to the Medium using the selected Integration according to Clause 2.1;
- Make backups of the Material and store those digitally in different locations, unless requested by Depositor and/or Beneficiary to restrict storage location to a specific region;
- Load the Material on a computer system in order to verify the Material, if applicable;
- Release the Material to Beneficiary in accordance with the terms stated in Article 7 ("Release") of this Agreement, through whatever process or method deemed suitable by Escrow Agent.

ARTICLE 3 – VERIFICATION

3.1 Verification of the Source Code, Information by Escrow Agent shall not take place

unless requested by the Depositor and/or Beneficiary with the approval of Depositor.

3.2 Upon written request delivered to Escrow Agent for incidental or periodical verification, Escrow Agent shall perform its code verification service(s) as published on Escrow Agent's website, at the requesting party's expense.

3.3 Depositor agrees that Escrow Agent may access the Material and review the contents, including all required steps for this that Escrow Agent sees fit to complete the verification service.

3.4 If verification of the Material has taken place, Escrow Agent will share a verification report with both Depositor and Beneficiary after completing the verification process. Depositor agrees that snapshots and specific details of the Material may be reproduced in the verification reports.

ARTICLE 4 – BACK-UP

4.1 Depositor shall throughout the term of this Agreement hold available a copy of the Material as a backup.

ARTICLE 5 – OBLIGATIONS OF ESCROW AGENT

5.1 Escrow Agent shall hold the Material on deposit in a safe and secure environment and shall use reasonable endeavours to prevent unauthorised parties from having access to such environment, in accordance with industry standards.

5.2 Escrow Agent shall, throughout the term of the Agreement, keep the deposits of the Material in its online storage locations. Furthermore, Escrow Agent shall use reasonable endeavours to prevent unauthorised third parties from having access to its digital vaults.

5.3 Escrow Agent shall not disclose or divulge the Materials to any third person, save its employees and/or authorised third parties who need the Material for operational

and/or verification purposes. Escrow Agent will see to it that immediately after a verification procedure, the Material and any copy made will be removed from the computer system used for the verification.

5.4 If, despite the security measures and other precautions taken by Escrow Agent, damage is done to or loss takes place of the Material, Escrow Agent shall be obliged to promptly notify Depositor of this fact and Depositor shall be obliged to promptly provide a new copy of the Material to Escrow Agent as set out under Article 2 above. The costs of providing a new copy shall be to the account of Escrow Agent.

5.5 On termination of this Agreement, Escrow Agent shall destroy the Material.

ARTICLE 6 – CONFIDENTIALITY

6.1 Each party to this Agreement may be given access to confidential information of another party in order to perform obligations under this Agreement. If and as far as any confidential information comes to the attention of Escrow Agent, it shall not divulge the same to any third party. This obligation of confidentiality shall also apply to its employees and authorised third parties. Confidential information in this Article is understood to be:

- The Material on deposit;
- Information disclosed to Escrow Agent under notification of confidentiality.

6.2 A party's confidential information shall not be deemed to include information that:

- a. Is or becomes publicly known other than through any act or omission of the receiving party;
- b. Was in the other party's lawful possession before the disclosure;
- c. Is lawfully disclosed to the receiving party, which independent development can be shown by written evidence;
- d. Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

6.3 Each party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this Agreement.

6.4 Each party shall take all reasonable steps to ensure that the other party's confidential information to which it has access, is not disclosed or distributed by its employees, agents or other third parties in violation of the terms of this Agreement.

6.5 On termination of this Agreement, provisions with respect to the confidentiality clauses will survive.

6.6 Each party's confidential information shall be and remain the property of that party and its affiliates. Neither party shall divulge data of the other party to any third parties and a party shall use the data of the other party only for purposes of this agreement.

6.7 Neither party shall possess or assert any right against or to the other party's data, or sell, assign, lease or otherwise dispose of the other party's data, or any part thereof, to third parties.

ARTICLE 7 - RELEASE

7.1 These release terms provide for the release of the Material to the Beneficiary upon the occurrence of:

- 1) Depositor applies for bankruptcy or is declared bankrupt, or ceases to exist as an entity ("Release Event 1").
- 2) Depositor is declared insolvent, or has demonstrated not being able to meet financial requirements for a period of more than sixty (60) consecutive calendar days ("Release Event 2").

7.2 Depositor confirms and agrees that Escrow Agent will be the sole and only judge for determining if the release should or should not be granted to Beneficiary for these situations described in these Release Terms, unless the dispute resolution procedure under Clause 7.5 below is triggered. In order to adhere to the continuity needs of the Beneficiary, Escrow Agent will apply a procedure where Depositor and Beneficiary will be heard on their opinions on the matter before Escrow Agent will make a final decision on the validity of the release claim.

7.3 Depositor explicitly agrees that Escrow Agent shall be allowed to release the Source Code, Information after the Release Event triggers specified in accordance with Clause 7.1 ("Release Event/s") of the Agreement and on receipt of a copy of the valid Development Agreement from the Beneficiary.

7.4 If, in the opinion of Beneficiary, a circumstance defined under Clause 7.1 above occurs and Beneficiary requires the release of the Material on the basis thereof, Beneficiary shall send a written notice to this effect via email and/or by registered letter to Depositor and Escrow Agent and containing within such a notice any reasonable evidence as Beneficiary may have in its possession to support the opinion. If there is a reference in the release terms to the Development Agreement, Escrow Agent shall be provided with a copy of the Development Agreement between Depositor and Beneficiary in order to determine if a Release Event has taken place.

7.5 Upon receipt of Beneficiary's notice as set out under Clause 7.4 above, Escrow Agent shall initiate the Release Processing. Time spent on Release Processing will automatically be charged according to the fee structure published on Escrow Agent's website to the Subscriber, unless otherwise instructed. No release of the Material shall take place until such costs for the Release Processing have been fulfilled.

7.6 The above Release Processing will only be initiated by Escrow Agent upon payment of the estimated Release Processing fee and execution of a Release Agreement.

7.7 Escrow Agent shall then, within seven (7) calendar days, serve notice in writing to

Depositor via email, confirming that Beneficiary's request for the release of Material has been received. Depositor shall then have fifteen (15) calendar days from the date of this notice from Escrow Agent to register any objection to such release. If Depositor fails to register an objection within the stated fifteen (15) calendar days, Escrow Agent shall be entitled to promptly release the Material to Beneficiary.

7.8 If, within the term set out under Clause 7.7 above, Depositor raises a written objection against the release and supports such an objection with reasonable evidence, then parties may submit the question of Beneficiary's right to such release to a mutually agreed upon mediator, to be resolved in accordance with its rules for nonbinding mediation proceedings.

7.9 In the event that the parties cannot mutually agree to a mediator or cannot resolve the question through mediation, the parties may pursue any legal remedy available through legal proceedings in a state or federal court located in Fort Worth, TX.

7.10 To the extent permitted by the laws and Constitution of the State of Texas, in the event of any legal costs incurred and/or costs, fees and expenses pertaining mediation proceedings, the parties agree that each party will pay their own costs/fees associated with the relevant proceedings, subject thereto that the Escrow Agent's reasonable costs, fees and/or expenses will be divided equally between the other parties and paid accordingly.

7.11 If Depositor suffers bankruptcy or a state of bankruptcy protection, then Depositor shall have no right of objection under Clause 7.7 above and the Material will immediately be released after the release verification process by Escrow Agent in which the status of the bankruptcy will be validated and confirmed. Depositor agrees to accept the Escrow Agent validation process and result as determined solely by Escrow Agent.

7.12 In the event that Escrow Agent releases the Material to Beneficiary pursuant to the provisions in this Article, Depositor and/or other rights-holders from whom Depositor

derives its rights, grants Beneficiary now, for then, the non-exclusive right to use the Material for Continuity Purposes only within the framework of its own operations.

ARTICLE 8 – WARRANTIES

8.1 Depositor warrants and represents that it is entitled to provide access to the Medium and transfer the Material to Escrow Agent pursuant to the provisions of this Agreement and agrees to indemnify and hold harmless Escrow Agent from and against any claim by a third party in relation to the verification and/or release of the Material hereunder.

8.2 Depositor warrants that the Material is an accurate and complete representation of the Product at the time of making each deposit in line with Clauses 2.1 and 2.2 of this Agreement.

8.3 Depositor warrants to Beneficiary that the Material as deposited with Escrow Agent is sufficient to enable a qualified person to continue maintenance of, correct, modify and compile the Product.

8.4 Depositor (and Beneficiary, if Beneficiary is a signatory to this Agreement) warrants that Escrow Agent may, when a release event is triggered, initiate contact with Beneficiary in order to execute a Release Process Agreement. Escrow Agent will only initiate the release process when Beneficiary executes the Release Process Agreement provided by Escrow Agent, and obtains the following warranties from Beneficiary:

8.4.1 Beneficiary warrants and represents to Depositor, that it shall exclusively use Material made available under this Agreement for Continuity Purposes and for the use thereof solely in connection with the internal business of Beneficiary.

8.4.2 Beneficiary is reminded that certain conditions of the Development Agreement continue to apply to the use of the Material, including, but not limited to, the

conditions of confidentiality, limited rights to copy, limited right to use and intellectual property rights.

8.4.3 Due to the Development Agreement between Depositor and Beneficiary, Beneficiary is explicitly forbidden from making any use of the Material other than stated in this Agreement. Depositor reserves the right to pursue legal remedies if Beneficiary is proven to be in breach of this condition.

8.4.4 If Beneficiary enters into an agreement with a third party for the maintenance, correction and/or modification of the Product, Beneficiary warrants that it shall impose upon that third party the same obligations as set out in Clause 8.4.1 to 8.4.3 above.

8.4.5 Beneficiary warrants that at all relevant times, this Escrow Agreement shall supersede and govern all agreements and understandings, oral or written, relating to this Escrow Arrangement between Depositor, Beneficiary and Escrow Agent. Where prior- and/or post agreements, including the Release Processing Agreement, relating to this Escrow Arrangement are insufficient or ambiguous, this Escrow Agreement's terms will automatically apply as if duly included in such agreement.

ARTICLE 9 – LIABILITY

9.1 Escrow Agent will not be liable to Depositor, Facilitator and/or Beneficiary for direct or indirect damages to the Material or any other damage arising out of or in connection with the legal or operational performance of this Agreement or its execution by Escrow Agent, to the extent such limitation is not prohibited by applicable law. In the event that Escrow Agent would be found liable for damages, the total aggregate liability will be limited to fees paid over the last twelve (12) months under this Agreement.

9.2 Escrow Agent shall not be liable for any indirect or direct damage including, but not limited to, industrial damage, loss of profits and/or other consequential damages of any kind or cause. In the event that Escrow Agent would be found liable for

damages, the total aggregate liability will be limited to fees paid over the last twelve (12) months under this Agreement.

9.3 Escrow Agent shall incur no liability for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon, any notice, direction, consent or consent to assignment, certificate, affidavit, statement or other paper or document, whether delivered physically or electronically, reasonably believed by Escrow Agent to be genuine and to have been presented or signed by the proper party or parties or a representative thereof.

9.4 Escrow Agent shall be responsible for the diligent execution of its storage responsibilities. Escrow Agent is not responsible for the completeness, accuracy, operation, functionality, or effectiveness of the Material as such.

9.5 Depositor or, in the event that Escrow Agent has released the Material to Beneficiary, Beneficiary shall indemnify Escrow Agent from and against any and all claims, including those by third parties, which arise out of or are otherwise connected with the release of the Material under the Agreement.

9.6 Depositor agrees the escrow service provided by Escrow Agent does not constitute legal advice or legal service or any other form of legal consultancy. Except as otherwise represented in this Agreement, the service is provided as is, without any warranty or guarantee.

ARTICLE 10 – TERM OF THE AGREEMENT

10.1 This Agreement shall commence on the date that all parties have signed this Agreement and shall be entered into for an indefinite time, until terminated pursuant to the terms of this Article 10.

10.2 Escrow Agent may upon ninety (90) calendar days' notice terminate this Agreement by delivery of written notice to this effect by recorded delivery to Depositor

and Beneficiary.

10.3 Depositor, having deposited the Material on behalf of Beneficiary, or Facilitator has no right to unilaterally terminate the Agreement without the prior written consent of Beneficiary being provided to Escrow Agent. If the Beneficiary agrees to termination of the escrow, Depositor can terminate this Agreement observing a ninety (90) calendar days' notice period before the next renewal date of the subscription period (annual or monthly). If Beneficiary does not respond to Escrow Agent's written requests, delivered via email and/or registered mail, within six (6) months of the initial request has been delivered, this Agreement shall be terminated automatically.

10.4 Facilitator, as Subscriber, has no right to unilaterally terminate the Agreement without the prior written consent of Depositor and Beneficiary being provided to Escrow Agent. If Depositor and Beneficiary agree to termination of the escrow, Facilitator can terminate this Agreement observing a ninety (90) calendar days' notice period before the next renewal date of the subscription period (annual or monthly). If Depositor and Beneficiary do not respond to Escrow Agent's written requests, delivered via email and/or registered mail, within six (6) months of the initial request has been delivered, this Agreement may be terminated by Facilitator without any further confirmation.

10.5 After twelve (12) months of non-payment either by Depositor or Beneficiary, Escrow Agent shall have the right to terminate this Agreement with immediate effect and without additional notice.

10.6 The Escrow Agent may terminate this Agreement if the other Party or Parties commit a material breach and fail to remedy such breach within fourteen (14) calendar days' written notice by the Escrow Agent.

10.7 This Agreement shall terminate automatically after release of the Material, in line with Article 7 above, has taken place, unless agreed upon otherwise.

10.8 No termination of this Agreement shall be processed by Escrow Agent, unless all fees due have been paid by Depositor and/or Beneficiary, in line with the processes described under Article 11 below.

ARTICLE 11 – PAYMENT OF FEES

11.1 For the services to be rendered to Depositor and Beneficiary under this Agreement, Subscriber shall be due to pay the fees as specified on Escrow Agent's website (<https://codekeeper.co/pricing.html>). Notwithstanding the foregoing, both Depositor and Beneficiary may at any time make payment(s) in order to keep the Agreement and its operation in effect.

11.2 The initial fee, composed of a one-time setup fee and first installment of the subscription fee, will be charged by Escrow Agent to the Subscriber upon signing up on Escrow Agent's website. Escrow Agent shall then charge and invoice Subscriber the monthly or annual fee upon the anniversary date for the subscription period.

11.3 Escrow Agent is authorised to readjust the monthly or annual fees. Escrow Agent's readjusted and updated fees will be available on Escrow Agent's website. In the event that the readjusted fees would not be acceptable to Subscriber, Subscriber has the right to terminate this agreement upon three (3) month's notice.

11.4 Payment of invoices rendered by Escrow Agent shall be due in accordance with Texas Government Code Chapter 2252, "The Texas Prompt Payment Act.". If the invoice is not paid by the due date, Subscriber shall be liable for interest at the rate allowed under the Texas Prompt Payment Act. for the period that payment has been delayed.

11.5 In the event Subscriber fails to make payments, Depositor and Beneficiary are not entitled to invoke the provisions of this Agreement and Escrow Agent shall therefore not be obliged to release the Materials to Beneficiary.

11.6 In the event of a termination of this Agreement, Escrow Agent shall have no obligation to refund all or part of any, charged or paid, fees hereunder. In the event of

a termination as described under 10.2 Escrow Agent will *pro rata* refund any paid fees applicable to the period after the date of termination.

11.7 During the notice period set out under Clauses 10.2 and 10.3 of this Agreement, Subscriber shall remain responsible for the payment of fees.

ARTICLE 12 – ASSIGNMENT

12.1 Depositor undertakes reasonable efforts to make the terms of the Agreement part of any transfer of the intellectual property rights of the Product to a third party.

12.2 In such a case Depositor shall inform in writing both Beneficiary and Escrow Agent. All relevant parties, including the Assignee, will continue to uphold the provisions of this Agreement.

12.3 The Depositor shall not, without the prior written consent of the Beneficiary, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

ARTICLE 13 – MISCELLANEOUS

13.1 In all cases where the Agreement mentions the obligations to give written notice by registered letter, such notice shall be sent to the official registered address of Escrow Agent's in accordance with Article 16 of this Agreement, or the registered email address in this Agreement.

13.2 Where the word 'written' or 'writing' is mentioned in this Agreement, this also means by email, unless otherwise specified.

13.3 The (performance of the) Agreement and all modifications or amendments thereto shall be governed by and construed in accordance with the laws of the State of Texas.. The parties shall submit any dispute that might arise with respect to (the

performance of) the Agreement in the first instance to the jurisdiction of the courts located in Fort Worth, Texas..

13.4 Neither Party shall have any liability to the other Party for any loss which are as a result of such Party's failure to perform under this Agreement to the extent that such Party is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by act, events, omissions or accidents beyond reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or storm.

13.5 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

13.6 If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

13.7 This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all parties hereto.

ARTICLE 14 - DEPOSITOR

14.1 Depositor contact and registration information:

Commonwealth Informatics

303 Wyman Street
Suite 300
Waltham

MA
02451
United States

Stephen Beam

sbeam@commoninf.com

14.2 Depositor certifies that this information is correct and agrees that Escrow Agent will treat this information as complete and valid for the purposes of this Escrow Agreement.

ARTICLE 15 – BENEFICIARY

15.1 Depositor assigns the entity below as Beneficiary within the context of this Agreement:

Tarrant County

100 E Weatherford St
Fort Worth
76196
Texas
United States

Richard M. DeRoche

RMDeRoche@tarrantcountytx.gov

15.2 Depositor certifies that this information is correct and agrees that Escrow Agent will treat this information as complete and valid for the purposes of this Escrow Agreement.

ARTICLE 16 – FACILITATOR

16.1 Facilitator contact and registration information:

Resolve Tech Solutions

Suite 1103
15851 N Dallas Pkwy
Addison
75001
Texas
United States

Michael Brown

michael.brown@resolvetech.com

16.2 Facilitator certifies that this information is correct and agrees that Escrow Agent will treat this information as complete and valid for the purposes of this Escrow Agreement.

ARTICLE 17 – ESCROW AGENT

17.1 Depositor assigns the entity below as Escrow Agent within the context of this Agreement:

Codekeeper BV

World Trade Center, Prinses Margrietplantsoen 33
The Hague
2595 AM
The Netherlands

Email: service@codekeeper.co

17.2 Any written notice required or permitted to be given to Escrow Agent must be addressed to the Codekeeper BV, World Trade Center, The Hague, Prinses Margrietplantsoen 33, 2595 AM, The Hague, The Netherlands' office, irrespective of the territorial jurisdiction of this Escrow Agreement.

17.3 All electronic notice required or permitted to be given to Escrow Agent must be addressed to Codekeeper at service@codekeeper.co.

Agreed and signed:

Depositor: Commonwealth Informatics

Place : Commonwealth Informatics
Remote Office

Date : 08 / 25 / 2023

Name : Catherine Rocchio

Signature : 

Beneficiary: Tarrant County

Place :

Date :

Name : Judge Tim O'Hare

Signature :

Facilitator: Resolve Tech Solutions

Place : RTS Remote Office

Date : 08 / 25 / 2023

Name : Michael Brown

Signature : 

Escrow Agent: Codekeeper BV

Place : Rhe Hague

Date : 08 / 25 / 2023

Name : Danny de Wit

Signature :






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