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LICENSE AGREEMENT

This License Agreement is made and entered into on this the 9 day of Feb., 2021 by and between i3-Bearcat, LLC (NET Data Corporation) ("Licensor"), with its principal place of business in Sulphur Springs, Texas and **Sabine County, Texas** ("Licensee"). (Licensor and Licensee collectively, the "Parties"). This License Agreement also includes the agreements set forth in Addendums A (the License Agreement, together with any applicable addendums, the "Agreement").

RECITALS

- A. Licensor has developed certain computer programs and operating manuals, known collectively as the "System":

Constable Process Tracking

- B. Licensee desires to use the System as an end user for its **Constable** offices.

AGREEMENT

1. **LICENSE.** Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, non-assignable license to use the System for Licensee only.
2. **TERM.** The term of this Agreement, including the services contracted for in any addendums (unless otherwise indicated in them), shall begin once the installation of the System by Licensor is complete and shall run for a period of **five (5)** years. Thereafter the term shall renew automatically on an annual basis with the billing and subsequent remittance of an annual renewal fee.
3. **USE OF THE SYSTEM**
 - a) The license granted under this License Agreement authorizes employees of Licensee to use the System as required to assist in the performance of job responsibilities. For the purpose of this License Agreement "use" includes Licensee's copying any portion of the System for Licensee's sole use, including instructions or data from storage units or media as may be deemed necessary for backup purposes.
 - b) Licensee agrees that its rights to use System are nonexclusive and that Licensor may license others to use said the System.
 - c) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with an OS/400 IBM operating system. Licensor does not warrant its use in conjunction with any other physical equipment.
 - d) Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System, or any materials supplied by Licensor in connection with System. Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

- e) Licensee acknowledges that it has examined System and that it is adaptable to Licensee's intended purpose. Licensor does not warrant the adaptability of System for Licensee's intended purpose.
 - f) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System or any part thereof. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operations of System within the scope of the License Agreement.
 - g) Licensee shall keep System and any and all electronic copies and physical embodiments thereof at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this License Agreement to have such access. Licensee agrees that no unauthorized or third party shall have access to the System.
 - h) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of System, or any part thereof, or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder.
 - i) Licensee shall not attempt to reverse assemble, reverse compile or reverse engineer the System or any part thereof, or otherwise attempt to discover any System source code or underlying proprietary information. Licensee shall not attempt to access other areas outside their permitted access to the System.
4. MODIFICATION OF SYSTEM. Licensee may not modify System. Licensor agrees to modify System as required to:
- a) Correct any errors found in System.
 - b) Bring the System into compliance with new legislation.
 - c) Provide Licensee with enhancements to System.
5. ADDITIONAL RESPONSIBILITIES OF LICENSEE. Licensee shall be exclusively responsible for the supervision, management and control of its use of System, including but not limited to:
- a) Assuring proper machine configuration and operating methods.
 - b) Establishing adequate backup plans based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction.
 - c) Implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.
6. ADDITIONAL RESPONSIBILITIES OF LICENSOR. Licensor agrees to provide 1-800 telephone support to assist employees of Licensee with problem resolution Mondays through Fridays, 8 a.m. to 5 p.m. Central, except for federal and Texas holidays.
7. LICENSEE DATA

- a) Licensee will have full access to its data via the System. Licensee shall retain ownership in and all rights to its data stored on the System.
- b) Notwithstanding such ownership, Licensors shall have the right to access and/or share this data with other law enforcement agencies and/or government offices and other Licensee approved entities.

8. LIMITED WARRANTY.

- a) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LICENSEE DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.
- b) Licensee agrees that Licensors liability for damages, regardless of the type of action, shall not exceed the price paid by Licensee for System.
- c) LICENSEE AGREES THAT IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INDICENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS PROFITS OR REVENUE OR BUSINESS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE FURTHER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY IS FOR LICENSOR TO CORRECT ANY ERROR, MALFUNCTION OR DEFECT (**SIGNIFICANT MATERIAL DEVIATIONS FROM THE OPERATING SPECIFICATION FOR THE SYSTEM AS SET FORTH IN THE APPLICABLE SOFTWARE DOCUMENTATION ISSUED BY LICENSOR**) IN THE SYSTEM. IF AFTER REASONABLE ATTEMPTS LICENSOR IS UNABLE TO CORRECT THE ERROR, MALFUNCTION OR DEFECT, LICENSEE SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.
- d) LICENSEE FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR LICENSOR ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT PAID TO LICENSOR BY LICENSEE.
- e) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use of the System and the use of such information. Licensee agrees that Licensors will not be liable for Licensee-caused data errors.

9. TERMINATION.

- (a) In the event Licensee shall abandon the use of System ("abandon" defined as the voluntary failure to use System for ninety days or more), this License Agreement (including at the sole discretion of Licensors any services contracted for in the addendums) shall automatically terminate. Licensee shall immediately notify Licensors of such abandonment.
- (b) Either party may terminate this Agreement based on a material breach of the Agreement (including any material breach of any of the individual addendums); The non-breaching party

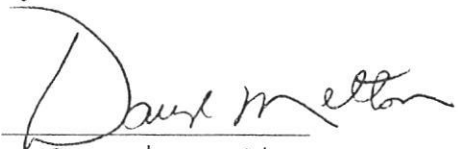
must notify the breaching party in writing of the alleged breach. The breaching party has 30 days to cure the alleged breach.

- (c) Licensor is not required to terminate the entire Agreement, but may terminate this License Agreement alone, this License Agreement and any individual addendum or addendums, and/or any individual addendum alone or in combination with any other addendum.
- (d) Upon termination of this License Agreement, Licensee agrees to immediately discontinue using the System and destroy its copies of the System, along with any and all copies and materials associated with said System. Upon termination of any of the addendums, Licensee (referred to as "Client" in those addendums) agrees to immediately **return all user manuals and written or electronic data provided by Licensor.**
10. **CONSIDERATION.** The price of System shall be a one-time upfront charge of \$6,600 due within 60 days of contract execution. An annual software maintenance and support fee shall be paid after successful installation. The initial year maintenance charge will be \$ 1,500. This shall be renewed annually with subsequent renewals at the discretion of Licensor.
11. **VENUE AND GOVERNING LAW.** Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this Agreement, such litigation must be brought in Hopkins County, Texas. This Agreement is governed by Texas law.
12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between parties with respect to the subject matter, and all oral or written representations, warranties, agreements and/or inducements relating to the Agreement and/or its subject matter, prior to the execution hereof, have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties.
13. **SEVERING PROVISIONS.** Every provision of this Agreement is intended to be severable. If any term or provision is deemed by a court to be illegal, invalid, void or unenforceable, for any reason, such illegal, invalid, void or unenforceable provision shall not affect the validity of the remainder of this Agreement, and the Agreement shall be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this Agreement.
14. **EXECUTION IN MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimilies and other electronic signatures shall be binding and enforceable.

i3-Bearcat LLC
(NET Data Corporation)

Signature: _____
Print Name: _____
Title: _____
Date: _____

Sabine County

Signature: 
Print Name: Daryl Melton
Title: Co. Judge
Date: 9 Feb 2021

Addendum A		
Product Cost		
Description	Units	Total Cost
Constable Process Tracking		\$ 5,000
SUBTOTAL:		\$ 5,000
Project Development and Implementation Cost		
Description	Units	Total Cost
Training (16 hours)		\$ 1,600
SUBTOTAL:		\$ 1,600
Hardware Cost		
Description	Units	Total Cost
SUBTOTAL:		\$ -
Maintenance Cost		
Description	Units	Total Cost
Constable Process Tracking Maintenace	1	\$ 1,500
SUBTOTAL:		\$ 1,500
CONTRACTED TOTAL:		\$ 8,100

Sabine County

Initials:

Dr

Date:

2/9/21