

# LICENSE AGREEMENT

This License Agreement is made and entered into on this the 31 day of March, 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

Law Enforcement Module

- 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, Licensor 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 Licensor's 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, INCIDENTAL, 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 Licensor will not be liable for Licensee-caused data errors.

9. TERMINATION.

- (a) 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.
- (b) 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.

- (c) 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 \$7,600 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 \$ 3,050. 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 facsimiles and other electronic signatures shall be binding and enforceable.

i3-Bearcat LLC  
(NET Data Corporation)

Sabine County

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Daryl Melton

Print Name: Daryl Melton

Title: County Judge

Date: 3-31-2021

<b>Addendum A</b>		
<b>Product Cost</b>		
<b>Description</b>	<b>Units</b>	<b>Total Cost</b>
Constable Process Tracking		\$ 5,000
<b>SUBTOTAL:</b>		<b>\$ 5,000</b>
<b>Project Development and Implementation Cost</b>		
<b>Description</b>	<b>Units</b>	<b>Total Cost</b>
Training (16 hours)		\$ 1,600
Law Enforcement Hosting Setup & Configuration		\$ 1,000
<b>SUBTOTAL:</b>		<b>\$ 2,600</b>
<b>Hardware Cost</b>		
<b>Description</b>	<b>Units</b>	<b>Total Cost</b>
<b>SUBTOTAL:</b>		<b>\$ -</b>
<b>Maintenance Cost</b>		
<b>Description</b>	<b>Units</b>	<b>Total Cost</b>
Constable Process Tracking Maintenace w/ LE	1	\$ 2,900
Software VPN		\$ 150
<b>SUBTOTAL:</b>		<b>\$ 3,050</b>
<b>CONTRACTED TOTAL:</b>		<b>\$ 10,650</b>

Sabine County

Initials:

*DR*

Date:

*3/26/21*

## Addendum B

### HOSTING AND SERVICE LEVEL AGREEMENT

This agreement is made simultaneously and in conjunction with the attached License Agreement between i3 Bearcat, LLC (NET Data Corporation) (“NET Data”) and Sabine County, Texas (“Client”) dated April 5, 2021. All terms and conditions of the License Agreement are incorporated by reference, including but not limited to any warranties, any disclaimer of warranties, and any disclaimer of damages.

NET Data agrees to provide Client with access to and use of the NET Data Cloud System Service and any related licensed materials, including but not limited to any manuals, any system documents, and written or verbal instructions provided for use in connection with this service (“Services”) under the following service levels and conditions:

#### 1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company’s dealing with like data;
- NET DATA shall provide adequate firewall protection as is customary in the industry for company’s dealing with like data in order to secure Client Data and other Confidential Information of Client and users of the Services from unauthorized access by third parties; and
- “Client Data” and “Confidential Information” means all information Client stores on the NET DATA Cloud System Service.

Client agrees to the following:

- Use only the following applications and data with these Services: Constable Process Tracking, Law Enforcement Module;
- Not copy or otherwise duplicate any portion of the Services;
- Not to assign this agreement without the express, written permission of NET DATA; and

- Upon termination of this agreement to stop accessing and/or using the Services and to return all related data or materials provided to it by NET DATA.

## 2. System Availability.

NET DATA shall use reasonable best efforts to maintain the following Services availability:

- For any consecutive one (1) year period, the Services within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Service Outages as specified;
- "Scheduled Service Outages" shall be performed during the hours of 5 p.m. to 8 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose; and
- System is "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.

## 3. Exclusions

NET DATA is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- Client Resource Problems – Problems resulting from Client resources not under NET DATA management or control;
- Failure of any hardware not under NET DATA's management (customer PC's, portage boxes, etc.);
- Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance;
- Network Changes – Changes made by Client to the networking environment that were not communicated to or approved by NET DATA;
- Force Majeure – Problems resulting from a force majeure event;
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET DATA and approved by Client to implement changes in applications, environments, conversions or system software;
- Client Actions – Problems resulting from actions or inactions of Client contrary to NET DATA's reasonable recommendations;
- Client Responsibilities – Problems resulting from any failure by Client to fulfill its responsibilities or obligations;
- Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason; or
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the Client.

## 4. Client Data

- CLIENT will have full access to their data via the NET Data application software.

- CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information.
- The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.
- NET Data retains all rights to customizations developed by NET Data to the Service.
- Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format. NET Data shall provide no more than 2 data extractions at no additional charge to CLIENT.
- Additional extractions hereunder are to be invoiced to CLIENT at the standard hourly billing rate.
- Sixty (60) days after the effective date of termination of this Agreement, NET Data will have no obligation to maintain or provide any Client Data and shall remove all Client Data in NET Data's possession or control.

5. Payment.

**Client agrees to pay NET DATA on an annual basis (before each yearly use of the Services) the amount(s) as specified in the license agreement and outlined in Addendum A.**

6. **Not a License/Not Assignable.**

This addendum is not providing CLIENT with a license to any NET DATA product or service. Client cannot assign it without written permission of NET DATA.

7. **Term/Termination**

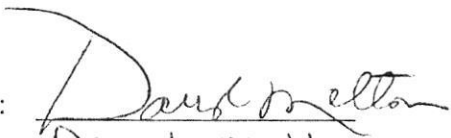
This agreement shall begin upon receipt by NET DATA of the annual payment set forth above. The term of this agreement shall be identical to the term of the License Agreement that is agreed to by NET DATA and Client.

AGREED TO:

i3-Bearcat LLC  
(NET Data Corporation)

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Sabine County**

Signature:   
 Print Name: DARYL Melton  
 Title: Sabine County Judge  
 Date: April 5, 2021



**Inter-Local Agreement between  
Sulphur Springs Police Department, Franklin County  
Sheriff's Office, and Sabine County**

(of which all parties are situated in the State of Texas)

**for access to a hosted Secure Facility with Information Technology Resources  
and NET Data or GHS System/s and Government Software**

**WHEREAS**, the Sulphur Springs Police Department the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

**WHEREAS**, Franklin County Sheriff's Office, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

**WHEREAS**, Sabine County, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

**WHEREAS**, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

**WHEREAS**, cooperation among adjoining and adjacent cities and counties is not only a proper exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

**WHEREAS**, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement shall have a term of (1) year from the date of execution and shall automatically renew without further action of any party, unless otherwise terminated as allowed

in this Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NETData Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and shall be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:

- Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation and management of NET Data's System. NET Data IT employees will not be authorized unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements have been met as stated in the CJIS Security Policy.
- NET Data System/s and Government Software.
- NET Data's FIPS-142 connection portage device for secure access.
- NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.

4. **Duties and Covenants of the RSA:** the RSA agrees:

- To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
- To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.

- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.
- Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. **Severability:** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

6. **Authorization:** All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the BSA, PSA, and the RSA.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the proper officers and officials.

\_\_\_\_\_  
 Name, title of signatory authority (PSA)

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
 Name, title of signatory authority (BSA)

Date: \_\_\_\_\_

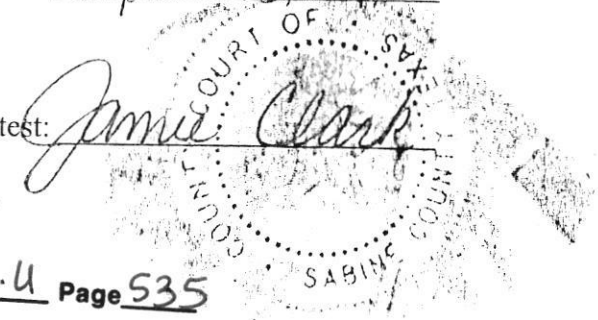
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Attest: \_\_\_\_\_

*Dave [Signature]*  
 Name, title of signatory authority (RSA)

Date: April 5, 2021

Attest: *Jamie Clark*



The State Of Texas §  
County of Sabine §  
I hereby certify that these documents were filed and duly  
recorded in the Commissioner Court Minutes of Sabine  
County, Texas.



Volume 3-4 Page 524  
Jamie Clark - County Clerk

By: Ange Doney  
Deputy

Vol 3.4 Page 536