

LICENSE AGREEMENT

This License Agreement is made and entered into on this the 1st day of October, 2021, by and between i3-Bearcat, LLC (NET Data Corporation) ("Licensor"), with its principal place of business in Sulphur Springs, Texas and Polk County, Texas ("Licensee"). (Licensor and Licensee collectively, the "Parties"). This License Agreement also includes the agreements set forth in Addendums A and B (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":

iCON Justice of the Peace Case Management

GovRec with Pace Payment Systems

Real Vision Imaging (RVI)

i-Ticket Citation Upload

GHS Collections

- B. Licensee desires to use the System as an end user for its **Justice of the Peace** offices.
- C. Licensee also desires to utilize certain citation filing services (i-Ticket) provided by Licensor, and the terms of those services are included in Addendum B, which is incorporated by reference into and expressly made a part of this Agreement.

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 on Licensee-owned machines and equipment, known collectively as the "Licensee Server."
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 **three (3) years**. The term will renew automatically for an additional one (1) year term unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
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) 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.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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 Licensee's Server and of Licensee's use of System, including but not limited to:
- a) Assuring proper hardware and network configuration and operating methods.
 - b) Maintaining such policies and procedures, such as back-up procedures (either on or off site) and anti-virus protection, as it determines necessary to (1) ensure the safety and security of Licensee's Server and network, (2) ensure the accuracy and integrity of data and (3) prevent loss of data.

- 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 of any desktop or Licensee's Server.

6. **ADDITIONAL RESPONSIBILITIES OF LICENSOR.** Licensor agrees to:

- a) 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.
- b) Establish adequate procedures based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction.
- c) Comply with industry standard security protocols to ensure that the System does not contain any code or instructions, devices or techniques (i.e., trojans, backdoors, viruses, illicit code, etc.) that disrupt or harm the operation of Licensee's Server and network.
- d) Seek Licensee's approval before making any changes to user access permissions, security settings, or data accessibility by Licensee's employees.

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. In the event of termination, Licensor is prohibited from accessing any Licensee device and/or server or any data library. Licensee shall have 30 days after termination to utilize the System stored on Licensee's devices and/or server to obtain all data stored on the System, if necessary, and section 9 of this agreement does not continue in effect during the 30-day post-termination System access period.
- b) Notwithstanding such ownership, upon approval by Licensee, Licensor may 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) Licensor warrants that it has the right to market, distribute, support, maintain and confer a license to the System, any i-Ticket services in Addendum B.
- b) **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.**
- c) Licensor will indemnify and hold harmless Licensee and Licensee's agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Licensor's negligence or willful misconduct.

- d) To the maximum extent permitted by applicable law, Licensor shall not be liable for any special, incidental, punitive, indirect, or consequential damages. Licensee agrees that Licensor's liability for damages shall not exceed the price paid by Licensee for System.
- 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 except to the extent the accuracy of the information was compromised by the negligent actions of Licensor with respect to the System.

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. If the Licensor does not cure or create a mutually agreeable action plan to address a material breach, Licensee may terminate this Agreement following the expiration of 30 days.
- (b) Licensor and Licensee are 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) If Licensee should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, Licensee may unilaterally terminate this Agreement upon thirty (30) days written notice to Licensor. In the event of termination due to a lack of appropriations, Licensee will pay us for all undisputed fees and expenses related to the software, products, and/or services Licensee received prior to the effective date of termination. Licensee will not be entitled to a refund or offset of previously paid license and other fees.
- (d) Licensee has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more.
- (e) 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 \$0 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 \$59,830. 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 Polk 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)

Polk County, Texas

Signature: 

Signature: 

Print Name: David Graves

Print Name: Sydney Murphy

Title: CEO

Title: Polk County Judge

Date: 9/30/2021

Date: 09/28/2021

Addendum A		
Product Cost		
Description	Units	Total Cost
ICON Case Management		\$ -
IRA		\$ -
RVI		\$ -
i-Ticket		\$ -
GHS Collections		\$ -
SUBTOTAL:		\$ -
Project Development and Implementation Cost		
Description	Units	Total Cost
SUBTOTAL:		\$ -
Hardware Cost		
Description	Units	Total Cost
RH-1500 Encryption Hardware	1	\$ -
Credit Card Reader	4	\$ -
SUBTOTAL:		\$ -
Maintenance Cost		
Description	Units	Total Cost
ICON Maintenance		\$ 33,530
GovRec		\$ -
RVI		\$ 7,900
i-Ticket		\$ 7,500
IBM HW & SW Maintenance		\$ 7,400
Secure Archive Mgr.		\$ 3,000
RH-1500 Encryption Maintenance		\$ 500
SUBTOTAL:		\$ 59,830
CONTRACTED TOTAL:		\$ 59,830

Polk County, Texas

Initials: 

Date: 9/28/2021

Addendum B

i-TICKET AGREEMENT

This agreement is made simultaneously and in conjunction with the attached License Agreement between i3-Bearcat, LLC (NET Data Corporation) ("NET Data") and Polk County, Texas ("Client"), dated **October 1, 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.

I.

Client employs NET DATA to provide it with NET DATA's i-Ticket services to electronically file citations, issued in Client's Jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system ("i-Ticket"). This agreement supersedes all prior oral and written agreements concerning citation filing services between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this agreement cannot be transferred or assigned by either party without the written consent of all parties.

II.

Client agrees to allow NET DATA to upload citations into its Justice Court(s) software system. Client will provide NET DATA with access to its citations through adequate ports and bandwidth necessary for NET DATA's preferred method of electronic communication.

III.

Client agrees to pay NET DATA a fee of \$7,500 for cases filed as the result of a citation uploaded by and through i-Ticket. Client shall remit payment to NET DATA on an annual basis by check.

IV.

This contract shall commence on **October 1, 2021**. The term of this agreement shall be identical to the term of any License Agreement that is agreed to by NET DATA and Client. If a License Agreement is not entered into by NET DATA and Client, the term shall run for one year, and the term shall renew automatically on an annual basis, unless otherwise terminated. The parties may terminate this agreement as provided in the License Agreement.

This agreement is not assignable by the Client without the written permission of NET DATA; and

V.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in Polk County, Texas.


VI.

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 or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, and the contract shall be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this agreement.

AGREED TO:

i3-Bearcat LLC
(NET Data Corporation)

Polk County, Texas

Signature: 

Signature: 

Print Name: David Graves

Print Name: Sydney Murphy

Title: CEO

Title: Polk County Judge

Date: 9/30/2021

Date: 09/28/2021

CONTRACT FOR COURT COLLECTION SERVICES

STATE OF TEXAS

POLK COUNTY

THIS CONTRACT is made and entered into by and between Polk County, acting herein by and through its governing body, hereinafter called Client, and i3-Bearcat, LLC (dba Graves Humphries Stahl, LTD), hereinafter called GHS. All terms and conditions of the License Agreement between Client and i3-Bearcat, LLC (dba NET Data Corporation) are incorporated by reference, including but not limited to any warranties, disclaimer of warranties, and disclaimer of damages.

I.

Client agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

This contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract all Fines and Fees shall be referred to GHS when determined to be delinquent as provided for in Article 103.0031, Texas Code of Criminal Procedure. Client will provide GHS with GHS's preferred method of electronic access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary.

III.

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV.

For the Collection of Fees and Fines, Client agrees to pay GHS, as compensation for the collection services provided the following fees:

- 1) Twenty percent (20%) of the imposed fees and fines on all Unadjudicated offenses committed on or before June 18, 2003.

- 2) Thirty percent (30%) of the imposed fees and fines on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 3) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 4) In the event any fines and fees are disposed of through the performance of community service, credit for jail time served, or the discretionary removal of fines and fees pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

All compensations shall become the property of GHS at the time of payment. Client shall pay over said funds on a monthly basis by check.

V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to Client on the delinquent accounts as requested by Client.

VI.

This contract shall commence on the 1st day of October, 2021, and be in effect for a period of three (3) years after which it shall automatically renew on an annual basis. Either party to this agreement shall have the right to terminate this agreement, without cause, after the initial or any subsequent term by giving the other party thirty (30) days written notice of their desire and intention to terminate; provided that GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

VII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Polk County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

VIII.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.

IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of

this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of Client by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the 1st day of October, 2021.

AGREED TO:

i3-Bearcat, LLC
(Graves Humphries Stahl, Ltd.)

Polk County, Texas

Signature: 

Signature: 

Print Name: David Graves

Print Name: Sydney Murphy

Title: CEO

Title: Polk County Judge

Date: 9/30/2021

Date: 09/28/2021

Basic Hardware IT Support Maintenance Agreement


This agreement is made and entered into on this the 1st day of October, 2021 by and between i3-Bearcat, LLC ("NET Data"), with its principal place of business in Sulphur Springs, Texas and Polk County, Texas ("Client").

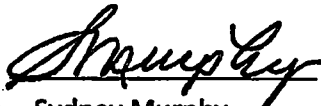
This agreement shall be in effect from October 1, 2021 thru September 30, 2024. During the term of this agreement, NET Data agrees to provide the following services:

- Hardware 1-800 support during normal business hours for the following:
 - RVI Client Installation, Configuration, and Troubleshooting
 - ICON CMS Client Installation, Configuration, and Troubleshooting
 - Client Access Installation, Configuration, and Troubleshooting
 - Printer Session Configuration to Client's IBM Power System
 - Assist IBM CE Remotely during IBM Power System Troubleshooting
 - One (1) Onsite yearly visit for PTF upgrades (does not include operating system upgrades)
 - Remote System Health and Status Monitoring
1. This agreement does not cover the physical installation of PC systems, PC system software upgrades, and/or PC operating systems.
 2. Client is responsible for the performance, storage, integrity, and security of all system(s) and data backup.
 3. This agreement is not assignable by the Client without the written consent of NET Data.
 4. In consideration of the above-mentioned services, Client will pay to NET Data the sum of \$6,000 on the first day of October of each year during the term of this agreement.
 5. Client, recognizing that other services (after-hours support, onsite with IBM CE, RVI Server upgrades, disaster recovery, hardware installation, archive appliance troubleshooting, etc.) may be needed from NET Data, agrees to pay standard hourly billing rates of two hundred-fifty (250) dollars per hour and expenses, including travel, in return for other services (those not included in this contract) rendered.

i3-Bearcat LLC (NET Data)

Polk County, Texas

Signature: 
Print Name: David Graves
Title: CEO
Date: 9/30/2021

Signature: 
Print Name: Sydney Murphy
Title: Polk County Judge
Date: 09/28/2021