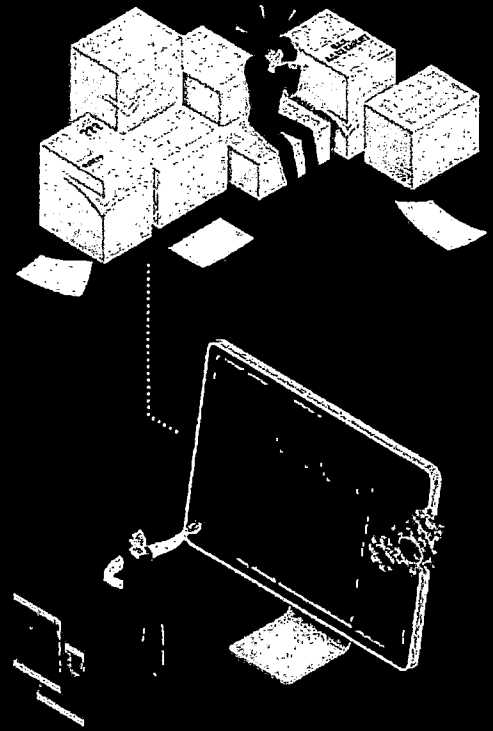


eBONDS

ELECTRONIC BAIL BONDS



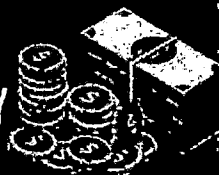
Jail operations have evolved. Why settle for an outdated bail bonds process?

- **Modernize Operations**
- **Improve Staff Allocation**
- **Reduce Risk**

Find out more: ebondstx.com
ebonds@genesisworld.com

Powered by **Genesis**

CUT COSTS RECEIVE POWERS INSTANTLY

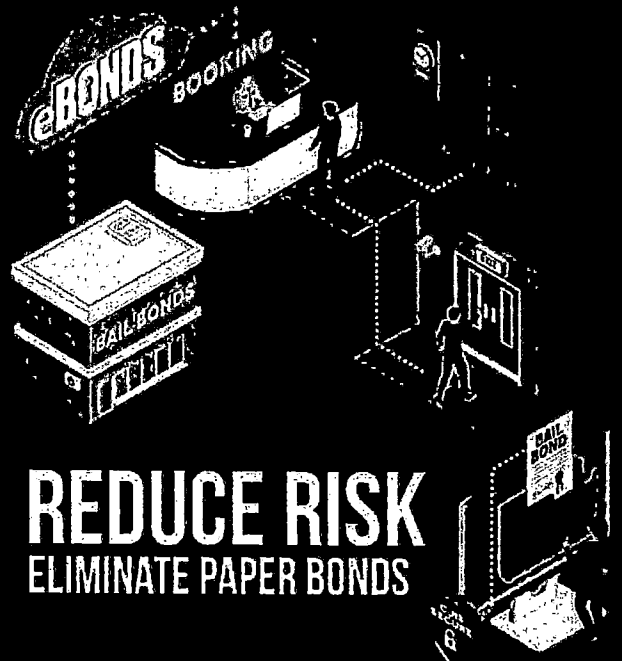


By streamlining the bail bonds process with Genesis eBonds, your business will save money every month. Bond powers are received electronically, so wait time and expensive shipping costs are eliminated.

SAVE TIME AND TIME IS MONEY



Running back and forth between the bail bonds office and the jail may be good cardio, but it's not very efficient. Genesis eBonds provides 24/7, secure, online access to process bail bonds and is fully integrated with the jail's inmate database.



REDUCE RISK ELIMINATE PAPER BONDS

Genesis eBonds eliminates the messy paper trail, centralizing all records digitally and securely, so nothing slips through the cracks. Bond fees are paid electronically which alleviates the need for money orders or checks.

Genesis eBonds Licensing and Service Provider Agreement

THIS LICENSING AND SERVICE PROVIDER AGREEMENT ("Agreement") is effective as of the 1st day of (Month, Year) by and between GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the State of Texas County of POLK identified below (the "County" or "Customer").

This Agreement consists of Licensing and Services, the Terms and Conditions which are incorporated and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original.

Duration: Agreement will begin on the Effective Date and continue for 12 months and continue until midnight of the expiration date: (MMMMM 30, YYYY)

Contacts:

State of Texas County of Polk
Sheriff Byron Lyons

GenCore Candeo, Ltd. Dba The Genesis Group
5800 Eagles Nest Blvd
Tyler TX, 75703
Sales: Christi McDowell
Christi.McDowell@genesisworld.com, (O) 903-787-7417

1) Services:

a) Genesis shall provide the following:

- i) Genesis eBonds ("eBonds") - a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- ii) eBonds use license at zero cost (\$0.00 US Dollars) to the County.
- iii) Collection of the County mandated bond fees, utilizing the County's credit card merchant account, which will deposit the collected fees into the designated County account.
- iv) Initial eBonds onboarding training of both County employees and bail bond agents/employees.
- v) On call support. Support is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7.
 - (2) Training and use support are available during regular weekday business hours.
- vi) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted.

b) County shall provide the following:

- i) County shall control access to eBonds for each County employee and approved bail bonds businesses. County shall also set security levels for each user of eBonds.
- ii) Maintain the JMS API Interface.
- iii) Grant Genesis access to the JMS API at zero cost (\$0.00 US Dollars)
- iv) Provide a PC (PC or VM) on the County premises, or in the cloud, that accesses the Jail Management System API with a static, publicly accessible IP address and give Genesis support either attended or unattended access. The PC shall be the County's responsibility to maintain and secure.
- v) The County shall be provided compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBonds. (See Exhibit A)
- vi) Require 100% of all bail bond transactions to be completed through Genesis eBonds. Not limited to but including, Surety, Personal Recognizance, Cash, and Attorney Bonds.

2) Bail Bonds License Agreement – For County reference only. Prior to the launch of eBonds, all approved bail bond businesses in the County shall sign an agreement of Genesis eBonds terms related to the use of eBonds. Each bail bond business shall agree to the following: 1) To process 100% of all bail bond transactions exclusively through Genesis eBonds. 2) To pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction posted through eBonds. (see below example) Each initial bail bond business to sign-in to eBonds will be required to agree to the terms within the website before use. New bail bond businesses that are approved by the county after the initial eBonds launch date, will only be required during their initial sign-in to eBonds to agree to the terms within the website before use.

(For example, if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBonds transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)

3) Definitions

- a) Genesis eBonds or eBonds is a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- b) Critical Support is defined by software/website not accessible or unable to perform the basic function of eBonds.

4) Term and Conditions

- a) **TERM.** This Agreement will begin on the Effective Date and continue until midnight on expiration date. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-extension at least sixty days before the then-current expiration date.
- b) **SERVICES.** This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services ("eBonds"). Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.
- c) **ACCESS AND SECURITY.** Customer may access the Services solely for Customer's own internal business purposes. Customer agrees to notify Genesis immediately of any actual or suspected unauthorized use of the Services. Customer may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Customer's right to access the Services to any third party, beyond its contractual obligation to provide its services without permission of Genesis. Customer will use reasonable efforts to ensure the security and confidentiality of all passwords and other identifiers for use in accessing the Services. Customer will be responsible for all transactions and other activities conducted through the Services using any Identifiers furnished to or generated by Customer, and any such transactions will be deemed to have been completed by Customer. Customer agrees to maintain a current list of all persons authorized to access and use the Services on behalf of Customer. In no event will Genesis be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.
- d) **LIMITATIONS.** Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Customer may access and use the Services as set forth in this Agreement for Customer's own internal business purposes and the internal business purpose which it serves in the Location. Customer will not permit any third party to: (a) use the Services or System in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services (b) use the Services to intimidate or harass any persons or entities; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the System or Services; (d) remove, bypass or circumvent any electronic protection measures on the System or Services; (e) remove, alter, or obscure any copyright or other proprietary rights notices included on the System or Services; or (f) upload to the Services, or otherwise provide to Genesis any code or device capable of or intended to interrupt, harm or damage the Services or the operation of the Services.
- e) **ADDITIONAL CUSTOMER OBLIGATIONS.** Customer will cooperate with Genesis and otherwise comply with all reasonable requests of Genesis for data, information, materials, and assistance to Genesis in the performance of the Services.
- f) **CONTENT.** Except for any data, information or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all Content provided by or on behalf of Customer through the Services ("Customer Content"). Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information; (d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis may take remedial action if Content violates this Section, however, Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.
- g) **TERMINATION AND PENALTY.**
 - i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within five days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason: Genesis may cease all Services.
 - (1) **PENALTY:** a penalty will not be assessed if Customer acknowledges the unintentional stoppage and shows good faith to resolve the issue ASAP and before five days of interruptions, however, if Customer does not cure such breaches of the Agreement Section 1.b and Genesis is not able to provide service, Customer shall pay Genesis the least of the below calculations.
 - (a) **Service Stopped:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed during the ninety days after the service was stopped. Or if lower cost,
 - (b) **Service Stopped:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed until the expiration of the Agreement. Or if lower cost,
 - (c) **For interruption:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond process until the service is restored.
 - ii) The **SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS** sections of this Agreement will survive expiration or termination of this Agreement for any reason.
 - iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.
- h) **SITE OWNERSHIP.** Genesis will retain all right, title and interest in and to the Services, System and Genesis Content, any updates, upgrades, enhancements, modifications, improvements and translations thereto or thereof, and all worldwide intellectual property and proprietary rights therein and relating thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and any other intellectual property, proprietary, and sui generis rights ("IPR").
- i) **INDEMNIFICATION.** Customer will indemnify, defend, and hold harmless Genesis, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Genesis Indemnitites") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) use of the System and; (2) actual or alleged breach by Customer of any provision of this Agreement; (3) negligence or willful misconduct of Customer; or (4) damage to property or injury to or death of any person directly caused by Customer or Customer's use of the System. Genesis will provide Customer with notice of any such claim or allegation, and Genesis has the right to participate in the defense of any such claim at its expense. Genesis will indemnify, defend, and hold harmless Customer, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Customer Indemnitites") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1)

GENESIS EBONDS LICENSING AND SERVICE PROVIDER AGREEMENT

licensed use of the System and; (2) actual or alleged breach by Genesis of any provision of this Agreement; (3) negligence or willful misconduct of Genesis; or (4) damage to property or injury to or death of any person directly caused by Genesis or licensed use of the System. Customer will provide Genesis with notice of any such claim or allegation, and Customer has the right to participate in the defense of any such claim at its expense.

- j) LIMITATION OF LIABILITY. IN NO EVENT: (A) WILL GENESIS'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNT ONE THOUSAND US DOLLARS. IN NO EVENT WILL GENESIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY CONTENT OR OF THE SERVICES, EVEN IF GENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.
k) CONFIDENTIALITY.
i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information").
ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information.
j) ADDITIONAL TERMS.
i) "Relationship" Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other.
ii) "Subcontractors" Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis.
iii) "Notices" Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above.
iv) "Force Majeure" Genesis will not be liable to Customer or otherwise under this Agreement for delays or failures in performance under this Agreement due in any way to any failure by Customer to perform its obligations under this Agreement in a timely manner or otherwise comply with the terms of this agreement or to causes beyond Genesis's reasonable control, including, without limitation, labor disputes, acts of God, shortages, telecommunications failures or errors, actions or inactions of suppliers or service providers, fire, earthquake, flood, or other similar events.
v) "Governing Law and Venue" This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without reference to its choice of laws rules.
vi) "Assignment" Genesis may assign or transfer this Agreement, provided that Genesis's successor agrees to assume all of Genesis's obligations and responsibilities under this Agreement.
vii) "Waivers; Severability" All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

5) Signatures

State of Texas County of Polk

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: Judge Sydney Murphy Printed Name:

Title: Polk County Judge Title:

Signature: [Handwritten Signature] Signature:

Date: November 22, 2021 Date:

Genesis eBonds Licensing and Service Provider Agreement

Exhibit A

The County shall be provided electronic biometric USB signature pads, specifically the Topaz TF-S463 or the Topaz TF-LBK464, for, at minimum, each jail terminal that will conduct book-out transactions on eBonds.

<https://topazsystems.com/products/specs/TFS463.pdf>

<https://www.topazsystems.com/products/specs/TFL464.pdf>