

LICENSE AGREEMENT

THE STATE OF TEXAS
COUNTY OF HOPKINS

This agreement is made and entered into on this the _____ day of _____ by and between NET Data (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas and TITUS COUNTY (hereinafter referred to as "Licensee"), with its principal place of business in Mt. Pleasant, Texas.

RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as

County Attorney Case Management
E-Discovery
Imaging
Hot Check

hereinafter called "System". System is for use in Licensee's County offices.

B. Licensee desires to use the System as an end user.

WITNESSETH

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 System for Licensee only.
2. TERM. This agreement shall be in effect from the date it is signed for a period of one (1) year and 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 agreement authorizes employees of Licensee to use the System as required to assist in the performance of job responsibilities. For the purpose of this 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 the IBM Server Computer. 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. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

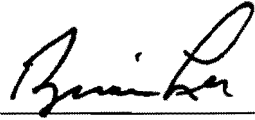
- e) Licensee acknowledges that it has examined System and that it is adaptable to Licensee's intended purpose. Licensor does not warrant the adaptability of System to Licensee's intended purpose.
 - f) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, 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 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 agreement to have such access.
 - 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.
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.
7. RISK OF LOSS. If System is lost or damaged while this contract is in effect, Licensor agrees to replace System at no charge to Licensee provided that Licensee is in good standing with Licensor at the time of the loss.
8. LIMITED WARRANTY.

- a) Licensor warrants that System will conform to the computer programs and manuals presently in use by other local governments who have purchased System from Licensor.
 - b) Licensor warrants that it has the right to confer the license of System.
 - c) 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.
 - d) Licensor's liability for damages, regardless of the type of action, shall not exceed the price paid by Licensee for System.
 - e) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - f) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information.
9. **TERMINATION.** 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 agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Licensor may terminate this agreement if Licensee fails to comply with the terms and conditions herein. Upon termination of this agreement, Licensee agrees to destroy System along with any and all copies and materials associated with said System.
10. **CONSIDERATION.** The price of System shall be a one-time charge of **\$35,300** (See **attachment A.**) and shall be due within 90 days of project initiation. This includes on-site training, installation and configuration. An annual software maintenance and support fee shall be paid after successful installation. The initial year maintenance charge will be **\$9,000**. This shall be renewed annually with subsequent renewals at the discretion of Licensor.
11. **VENUE.** 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 **TITUS** County.
12. **ENTIRE AGREEMENT.** This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, 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 hereto.

NET Data

TITUS County

By: _____

By:  _____

NET Data

County Judge

SUPPLEMENTAL AGREEMENT

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This agreement is made and entered into on this the _____ day of _____ by and between NET Data (hereinafter referred to as "Seller"), with its principal place of business in Sulphur Springs, Texas and _____ County (hereinafter referred to as "Buyer"), with its principal place of business in _____, Texas.

1. COMPUTER HARDWARE.

- A) Buyer agrees to purchase from Seller the computer hardware as described in **attachment A**.
- B) Buyer acknowledges that Seller is not the manufacturer of said products and is subsequently not responsible for warranties or service requirements that may be associated with the products.
- C) It is agreed that Seller reserves title to those products until such time as Buyer remits payment in full. Title to products shall pass to Buyer at that time.

2. TRAINING.

- A) Buyer agrees to purchase from Seller, training time to educate employees of Buyer in the use of application software licensed on this date as described in the **attachment A**.

NET Data

By: _____

County

By: *Brian Lee*

County Judge

Attachment A

Project Development Cost		
Description	Unit Cost	Total Cost
Case Management Software with Imaging & E-Discovery		\$20,000
Hot Check		\$12,500
Installation & Setup		0
TOTAL:		\$32,500
Project Implementation Cost		
Description	Unit Cost	Total Cost
Case Management Training (24 hours)	\$100/hr	\$2,400
Hot Check Training (4 hours)	\$100/hr	\$400
TOTAL:		\$2,800
Maintenance & Support Cost		
Description	Unit Cost	Total Cost
Case Management Annual Maintenance		\$6,000
Hot Check Annual Maintenance		\$3,000
TOTAL:		\$9,000
CONTRACTED TOTAL		\$44,300

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 - 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 the IBM Server Computer. 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. As hereinafter provided, 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 to 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 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 agreement to have such access.
 - 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.
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NET Data

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By: _____

By:  _____

NET Data

County Judge

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NET Data

By: _____

County

By: *Brian Lee*

County Judge

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